

**RFP for Hiring of Manpower Agency to provide Manpower support to
Bhubaneswar Smart City Limited, Bhubaneswar, Odisha**



**Bhubaneswar Smart City Limited (BSCL)
Block-1,5thFloor, BMC-Bhawani Mall
Saheed Nagar,
Bhubaneswar-751007**

**Bid No. 2236
October 2020**

DISCLAIMER

- I. The information contained in the Bid document or subsequently provided to Bidders in documentary form by or on behalf of the Bhubaneswar Smart City Limited (BSCL) or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this Bid
- II. Document and such other terms and conditions subject to which such information is provided.
- III. Though adequate care has been taken in the preparation of this Bid document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Executive Office, Bhubaneswar Smart City Limited (BSCL) immediately before the Bid due date. If no intimation is received by the BSCL within the date, it shall be deemed that the Bidder is satisfied that the Document is complete in all respects.
- IV. The Bid document is not an agreement and is neither an offer nor invitation by the BSCL to the prospective Bidders or any other person. The purpose of the Bid document is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Bid document. The Bid document includes statements, which reflect various assumptions and assessments arrived at by the BSCL in relation to the Bid. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The Bid document may not be appropriate for all persons, and it is not possible for the BSCL, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses the Bid document. The assumptions, assessments, statements and information contained in the Bid document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the Bid document and obtain independent advice from appropriate sources.
- V. Information provided in the Bid document to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- VI. BSCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in the Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of the Bid document or arising in any way in this Selection Process.
- VII. The BSCL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in the Bid document.
- VIII. The BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the Bid document.

- IX. The issue of this Bid document does not imply that the BSCL is bound to select a Bidder, as the case may be, for the work and the BSCL reserves the right to reject all or any of the Bid without assigning any reasons whatsoever.
- X. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.
- XI. Data to the extent available has been indicated in the Bid Document and the Bidders are suggested to make their own investigations and collect additional data for preparation of the Bid. It is desirable that each Bidder submits its Bid after inspecting the Site; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.

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Important Date

1.	Issue of Bid	01.10.2020
2.	Pre- Bid Meeting	XXXX
3.	Last Date of Submission of Bid (Bid Due Date)	15.10.2020 by 01.00 PM
4.	Date of Opening of Technical Bid	15.10.2020 by 04.30 PM
5.	Date of Opening of Financial Bid	Shall be intimated later

INSTRUCTIONS TO BIDDERS

Definitions:

“**Agency**” means a legally-established Reputed Manpower providing Agency or an entity that may provide or provides the Services to the Client under the Contract.

“**Authority**” means Bhubaneswar Smart City Ltd., Odisha that signs the Contract for the Services with the selected Agency.

“**Contract**” means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed.

“**Government**” means the government of the Client’s State.

“**Guidelines**” means the policies of the Government of Odisha set forth in this RFP.

“**RFP**” means the Request for Proposal prepared by the Client for the selection of Agency.

“**Services**” means the work to be performed by the Agency pursuant to the Contract.

“**TORs**” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

Inviting quotations for hiring of Manpower Agency for providing Manpower support to Bhubaneswar Smart City Ltd.

A. Background and Objectives:

Bhubaneswar Smart City Limited (the “Authority”) invites Bids from reputed and experienced Manpower Agencies (the “Bidder”) to provide Manpower Support to Bhubaneswar Smart City Limited (BSCL) at Bhubaneswar, Odisha.

B. Broad Scope of Work:

- The Authority initially intend to hire a manpower agency who will provide 18 (Eighteen) nos. of manpower to be placed in Bhubaneswar Smart City Ltd. Office. Details given below:

Sl. No.	Name of the Post	Qualification	No. of Posts
1	Attendant	ME pass with good physical condition	7
2	Data Entry Operator	Graduate with PGDCA	6
3	Office Executive	Office Executive	1
4	Retired Deputy Account Officer	-	1
5	Retired R.I.	Survey Trained with experience of working in the BMC area.	1
6	Housekeeping staff	ME pass-Literate in local language	2
			18

- The requirement of BSCL may increase or decrease during the contract duration.
- The Agency has to develop appropriate methods to attract candidates to apply for the posts to be filled up at State level Management Units.
- Applications have to be invited from the candidates based on the eligibility criteria and job descriptions fixed.
- The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- BSCL will cross check the credentials of the staff recommended by the Agency vis-à-vis job description and eligibility criteria. The staff will be interviewed by a committee formed by BSCL and will be eligible for deployment subject to recommendation by the committee. In case a staff is not found satisfactory, the Agency will provide a suitable replacement within 15 (fifteen) days.

- The selected staff provided by the Agency will be in the pay roll of the Agency. The Agency shall ensure placement of the Manpower at BSCL within 15 days of award of contract.
- The office space, computers and other equipment's including consumables required by the staff for functioning of day to day office work to be provided BSCL.
- Any other duties as may be assigned by BSCL from time to time.
- Authority reserves the right to terminate the Agreement during the contract period with providing a 30 (Thirty) days' notice to the Agency without citing a reason thereof.

C. Contract Period:

The Agreement will be initially for a period of 1 (one) year and can be further extended based on the Mutual consent of both the Parties based on the same terms and conditions or with some additions/ deletions/ modifications for further specific period mutually agreed upon by the Authority and the Agency subject to a maximum of 1 (One) annual term.

D. Technical and Financial Eligibility Criteria

1. The Registered Office of the Bidder should be located at Bhubaneswar, Odisha.
(Proof required-An attested copy of the registration certificate of offices at Bhubaneswar, Odisha, shall be enclosed).
2. A Bidder should be a single entity, any type of consortium is not allowed.
3. A Bidder can be a company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act, or (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 Government of India (vi) a Proprietorship firm.
4. The Bidder should have undertaken minimum 3 (Three) Manpower supply contracts of engagement of 50 (Fifty) or more staff for a duration of 2 (Two) year to State or Central Government Departments/Ministries/Government Undertakings, Public Sector Companies/Banks/Central and in last **3 (three)** financial years. ***(Proof of work orders/ copy of Agreement along with payment of receipt to be attached)***
5. The Bidder should have a minimum annual turnover of INR 100 (Hundred) lakhs from the business of providing Manpower services, each year during last three financial years i.e., 2017-18, 2018-19, 2019-20.
6. The Bidder should have a minimum of 150 (One hundred and fifty) nos. of active staff of various capacities appointed as on the Bid due date under its registered firm/ entity/ company etc. ***(It is mandatory to submit a self-declaration certificate stating number of***

active staffs employed under the firm/ entity/ company as per the format given in Appendix-II)

7. One Bidder can submit only one Bid, in case of additional bid submitted by the same Bidder, the Bid shall be summarily rejected and the entire EMD to be forfeited.
8. A Bidder must not have, during the last 3 (three) years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the Agency, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Agency.

E. Selection of Successful Bidder:

1. The Bidder who quotes the lowest service charge which has to be paid to the Agency on monthly basis in form of percentage upon the total remuneration which consists of Monthly Wages, EPF, ESI as per the format given in Envelope- 'C', Appendix-III will be selected as a "Successful bidder". The quotation should be exclusive of Applicable GST.
2. The quoted rates shall not be less than the latest minimum wages notified by Govt. of Odisha under the Minimum Wages Act,1948 and the Odisha Minimum Wages Rules,1956 and shall include all statutory obligations. The payment to the staff should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI Contribution, bonus, insurance, leave salary etc. The offer of the Manpower Agency which does not abide by the minimum wages Act, as notified by central government on the date of submitting of Bid will be out rightly rejected.
3. In the event of revision of minimum wages fixed by Government of Odisha the total remuneration to be paid to Agency by the Authority shall be revised accordingly. The Onus for producing the copy of notification will be of Manpower Agency.

F. Cost of Bid Document

INR. 2,000 (Two thousand) in the form of DD in favour of "Chief Executive Officer, Bhubaneswar Smart City Limited, payable at Bhubaneswar, Odisha.

G. Earnest Money Deposit (EMD)

The bidder should deposit Earnest Money Deposit (EMD) of INR 80,000/- (Rupees Eighty thousand only) refundable in the form of Demand Draft / Pay order payable to "Chief Executive Officer, Bhubaneswar Smart City Limited, payable at Bhubaneswar, Odisha. All bidders have to deposit the EMD along with the Bid document. The bid without EMD shall be summarily rejected and no correspondence will be entertained on this subject.

EMD shall be forfeited in the following cases:

Bhubaneswar Smart City Ltd.

- i. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- ii. If the successful Bid fails to execute the Agreement within the stipulated time or extension thereof, if any granted by BSCL.

The EMD of the Unsuccessful bidders to be returned within 60 (sixty) days from Bid due date. The EMD for the successful bidder to be returned based on the submission of Performance Bank Guarantee as per the Point H given below.

H. Performance Bank Guarantee

The Successful bidder will have to deposit Performance Bank Guarantee of 10% of the Agreement value from a reputed Bank. The performance bank guarantee should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations by the firm. In case the Agreement is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the Successful Bidder.

I. Validity of Bid

Bid shall remain valid for 120 (One Hundred Twenty) days from the BID Due date.

J. Sealing and Marking of Proposal

Envelope “A” - It will contain **Envelop “B” & Envelop “C”**

- i. Envelope A shall be marked as “Bid for Hiring of Manpower Agency to provide Manpower support to Bhubaneswar Smart City Limited, Bhubaneswar, Odisha”.

Envelope “B” - It will contain

- i. The Bank demand Draft for EMD payable to the Chief Executive Officer, Bhubaneswar Smart City Limited, payable at Bhubaneswar, Odisha
- ii. The Bank demand Draft for Cost of the Bid document payable to the Chief Executive Officer, Bhubaneswar Smart City Limited, payable at Bhubaneswar, Odisha
- iii. Self-attested copy of the registration certificate of firm/ company at Bhubaneswar, Odisha, shall be enclosed.
- iv. Self-attested copy of company/ entity registration certificate.
- v. Proof of at least 3 (Three) Manpower supplying contracts minimum for a duration of 1 (One) year in supplying of 50 (fifty) or more Manpower to State or Central Government Departments/Ministries/Government Undertakings, Public Sector Companies/Banks/Central and in last 3 (three) financial years.
- vi. A copy of turn over statement duly certified by the Chartered Accountant along with Audited Balance Sheets of the last 3 (three) financial year i.e. 2019-20, 2018-19, 2017-18 must be enclosed with the Bid document.

- vii. Self-attested copy of the PAN card and GST certificate shall be attached with the Bid document.
- viii. Power of Attorney as per Appendix-I
- ix. Documents in support of eligibility criteria
- x. Whole Bid Document Duly signed and sealed by Authorized signatory of the Bidder.

Envelope “C” - It will contain Financial Proposal

- I. The BID shall be typed or written in indelible ink and each page shall be initialled by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the BID shall also be initialled by the person(s) signing the BID.

In case of:

- In case of a sole proprietor, the proprietor of the concern or constituted attorney of such sole proprietor.
- In case of Partnership firm, a partner of the firm, provided that he/she must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by all the partners or Partners forming the majority stake of the firms.
- In case of Companies registered under Companies act the Director or Principal Officer duly authorized by the Board of Directors of the company supported by Board resolution.
- In case of Trust or Society or Not for profit company registered under relevant act the Director/Trustee or Principal Officer duly authorized by the Board of Directors/Trustees of the company/Trust/Society supported by Board resolution.

- II. Each of the envelopes, both outer and inner, must be super-scribed with the following information:

- i. Name & address of Bidder
- ii. Contact person name & phone number
- iii. Bid Name & its Due Date

- III. All envelopes shall be addressed to:

General Manager-Administration
Bhubaneswar Smart City Limited
Block – 1, 5th Floor, BMC Bhawani Mall,
Saheed Nagar, Bhubaneswar, Khordha-751007, Odisha

Tel: 0674 254 8508, Web: www.smartcitybhubaneswar.gov.in
Email: bbsr.bscl@gmail.com

K. Opening of Bid

The Chief Executive Officer or any officer authorized by him, shall open the Bids. The officers competent to dispose of the Bids shall have right of rejecting all or any of the Bids.

L. Rights of the Chief Executive Officer

The Bids that are found responsive in Terms of the Bid document shall only be considered. The Chief Executive Officer or any officer of BSCL authorized by Chief Executive Officer reserves the right to call for clarification or additional document as deemed fit. A Bid shall be considered responsive only if:

- i. Technical Proposal is received as specified in this Bid document;
- ii. It is received by the Bid Due Date including any extension thereof;
- iii. it is signed, sealed, hard bound and marked as stipulated in Clause J;
- iv. it is accompanied by the EMD as specified in Clause G;
- v. it is accompanied by the Power(s) of Attorney as specified in Clause J, as the case may be;
- vi. it contains all the information (complete in all respects) as requested in this Bid Document (in formats same as those specified);
- vii. it does not contain any condition or qualification; and
- viii. it is not non-responsive in terms hereof.

M. Important Bid Dates

1.	Issue of Bid	01.10.2020
2.	Pre- Bid Meeting	XXXX
3.	Last Date of Submission of Bid (Bid Due Date)	15.10.2020 by 01.00 PM
4.	Date of Opening of Technical Bid	15.10.2020 by 04.30 PM
5.	Date of Opening of Financial Bid	Shall be intimated later

N. Terms and Conditions of the Agreement

1. For delivering the services envisaged in the program, it is estimated that the manpower agency has to provide 18 (Eighteen) staffs initially for a period of one year, commencing from the date of signing of the agreement, which may be extended for a further period of 1 (one) year on the same terms and conditions depending upon the requirement of the

- Authority. The Authority, however, reserves the right to terminate / curtail the Agreement at any time after giving one month's notice without assigning any reason.
- 2.The Agency will be responsible for deployment of staff having relevant qualification as mentioned in Clause B. of the RFP.
 - 3.The staff deployed by the Agency will be dedicated full time for this service and shall be retained with that exclusive requirement.
 - 4.Agency will ensure that all instructions of the BSCL administration are strictly followed and there is no lapse of any kind.
 - 5.The staff shall not have any claims, what-so-ever with regards to their service matter with BSCL or Government of Odisha. Government of Odisha or BSCL will have no obligation with regard to the service matters of the staff. For all purposes the staffs are engaged by the Agency and not by the BSCL.
 - 6.The persons deployed shall be required to report for work at 10.00 AM to the officer in charge of the concerned establishment and would leave at 5.00 PM in head office and who have been deployed in field units as per their time schedule. They may also be required to work beyond office hours for which the staff would not be paid extra remuneration. The staff may be called on holidays to attend duty by allowing one off day for the same subsequently.
 - 7.The Agency will also be responsible for replacement of staff within a period of 15 (fifteen)days from the receipt of intimation in this regard. If any staff is found not up to the mark, at any point of time, the Department may ask for his/her replacement which the Agency has to comply within 15 days.
 - 8.There will be quarterly review of performance of the staff engaged.
 - 9.No items are allowed to be taken out of the BSCL office without proper Gate Passes issued by the competent officers as laid down in the contract for in-out movement.
 - 10.The staff of the Agency should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should be in uniform while on duty. Medical certificate in respect of fitness of staff /employees deputed may be produced.
 - 11.In case of availing leave staff appointed by the Manpower Agency to follow Guidelines provided by BSCL.
 - 12.The Manpower Agency will, prior to the commencement of the operation of contract, make available to BSCL the particulars of all the staff who will be employed such particulars inter-alia should include age, date of birth, permanent address and the police verification report of the employees should be enclosed.
 - 13.The Manpower Agency shall be responsible for the payment of wages and allowances as per Minimum Wages Act in force and all statutory dues to the persons employed by him for providing the Services. Wages book may be maintained by the Agency in respect of each staff.

14. The Manpower Agency shall indemnify BSCL from any financial loss or any injury to any Staff deployed by the Agency in the course of their performing functions/ duties.
15. The Manpower Agency shall be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws (ESI, PF, Bonus, Income Tax, Goods and Service Tax (GST) or any other extra taxes levied by the Govt. from time to time.) Companies Act, Tax Deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herewith or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to BSCL each month along with claim for payment. In no circumstances BSCL will be held responsible regarding Non-payment of dues and non-deposit of statutory fees.
16. The Manpower Agency shall not appoint any third party to carry out any obligation under the contract.
17. The maintenance charges/ service charges/ administrative charges quoted by the agency should be reasonable but not zero or NIL.
18. The minimum wages set by Labour Department, Government of Odisha vide its notification Office the Labour Commissioner, Odisha, Bhubaneswar, Notification dated 22.07.2020 which is applicable for the staff to be deployed by Manpower Agency are as follows:

Sl. No.		Qualification	Number	Category	Minimum wages with VDA w.e.f 01.04.2020 (INR.)
1	Attendant	ME pass with good physical condition	7	Un Skilled	303.40
2	Data Entry Operator	Graduate with PGDCA	6	Skilled	393.40
3	Office Executive	Office Executive	1	Skilled	393.40
4	Retired Deputy Account Officer	-	1	Skilled	393.40
5	Retired R.I.	Survey Trained with experience of working in the BMC area.	1	Skilled	393.40
6	Housekeeping staff	ME pass-Literate in local language	2	Un Skilled	303.40

Note: In the event of revision of minimum wages fixed by Government of Odisha are more than rates quoted by the Bidder, the rates shall be revised accordingly. The Onus for producing the copy of notification will be of Agency.

19. The provisions of the relevant below given acts or rules to be applicable:

- The Contract Labour (R&A) Act, 1970.
- Odisha Contract Labour (R&A) Act, 1975
- Odisha Private Security Agencies Rules, 2009

O. Terms of Payment

1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

The Manpower Agency shall submit monthly invoice to BSCL within the 1st (First) week of every month strictly. The payment shall be released on monthly basis after satisfactory completion of the services. Income Tax (TDS) as applicable at prevailing rate will be deducted at source.

2. The Agency will be paid the wages for the Manpower provided+ applicable employer PF + ESI contribution + Services charges as discovered through Bidding.

3. The monthly invoice should be accompanied by:

- Certified copy of Attendance register.
- Certified copy of the proof of the electronic transfer of the wages paid to the staff deployed at BSCL.
- Certified copy of Employee State Insurance and payment of provident fund challan for the previous month regarding payment made showing the name of the concerned staff deployed at BSCL.
- Certified copy of documents showing the payment of the professional tax of the previous month or any other tax as applicable.

4. The Authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this Bid document.

5. The term 'payment' mentioned in this para includes all types of payment due to the Successful Bidder arising on account of this Bid document excluding Earnest Money and Security deposit governed by the separate clauses of the Bid document.

6. Payments, subject to Tax Deduction at Source (TDS) shall be processed within 21 (Twenty-one) days of the submission of the complete documents.

7. Additional GST as applicable to be paid along with each bill.

P. Penalty

1. 1% of the daily amount (on prorated basis) will be deducted in case of delayed reporting by the Staff and in case of absence the wages to be deducted per day on proportionate basis.

2. If above continues on regular basis, the Authority reserves the right to terminate the Agreement by giving one month's notice and performance security of the Successful Bidder will be forfeited.

Q. Acknowledgement by Bidder:

It shall be deemed that by submitting the bid, the firm has:

1. made a complete and careful examination of the project concept, general condition of contract, submission formalities and evaluation mechanism;
2. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of BSCL.

R. Resolution of Disputes

1. All legal disputes are subject to the jurisdiction of Bhubaneswar court only. Any dispute arising between the Parties shall be determined by a court of competent jurisdiction in Bhubaneswar and may upon agreement between the Parties be submitted for arbitration. The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

S. Language

The Bid and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this RFP document.

T. Amendment of Request for Proposal

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the Agency, modify the Request for Proposal by the issuance of Addenda. Any Addendum thus issued will be uploaded on the Authority's website.

U. Clarifications

1. To facilitate evaluation of Bids, the Authority may seek clarifications from any Agency regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
2. If any Agency does not provide clarifications sought under Clause U within the prescribed time, its Bid shall be liable to be rejected.

V. Late Submissions

Bids received after the Bid due date and time shall be rejected.

W. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by BSCL, Bhubaneswar.

X. Other Terms and Conditions

1. The terms and conditions based on which the Bidder is selected for providing Manpower services be an integral part of the Agreement.
2. The Selected Bidder shall be responsible for obtaining at his cost all the statutory approvals/ permits/ License/ permission as required under the applicable laws.

Y. Post RFP Process

1. BSCL will issue a LOA to the Selected Agency and the Selected Bidder must sign and return a Duplicate copy of LOA back to BSCL within 10 (Ten) days of receiving the LOA.
2. The Selected Bidder shall submit a performance security within 15 (Fifteen) days of the issue of the LOA. The Performance security will be 10% of the 1(One) year's Monthly Fee.

Letter of Proposal

(To be kept in Envelop B-on Bidders Letter Head)

Dated:

To

General Manager-Administration
Bhubaneswar Smart City Limited
5th Floor, Block - 1, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Khordha-751007
Odisha

Sub: RFP for Hiring of Manpower Agency to provide Manpower support to Bhubaneswar Smart City Limited, Bhubaneswar, Odisha

Dear Sir,

1. With reference to your Bid document dated, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid for the aforesaid subject. The Bid is unconditional and unqualified.
2. All information provided in by me/us is/are true and correct. I/We undertake and confirm that, if any information is found to be false / misrepresented comes to the notice of BSCL at any stage, then it may take suitable action against as deemed fit by the BSCL. In such case the EMD and or Performance Security, shall stand forfeited and I/We will have no claim whatsoever.
3. I/ We acknowledge the right of the Authority to cancel the Bid process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India.
5. I/ We declare that:
 - i. I/ We do not have any conflict of interest.
 - ii. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/ We shall make available to the BSCL any additional information it may find necessary or require supplementing or authenticate the Bid.
7. I/We certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

Bhubaneswar Smart City Ltd.

8. I/ We declare that I/we am/are not a Member or partner of a/ any other firm submitting a Bid for the Project
9. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into an Agreement in accordance with Agreement Terms provided in this Bid Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same
10. The **Quotation** has been quoted by me/us (**Envelope-C**) after taking into consideration all the terms and conditions stated in the Bid Document.
11. I/We agree to keep this offer valid as per “**Clause M**”, from the Bid Due Date specified in the Bid.
12. I/ We further certify that in regard to matters relating to Bid and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. The Bid security (EMD), and cost of Bid document is attached as per the “**Clause G and Clause F**”.
14. I/We agree and undertake to abide by all the terms and conditions of the Bid document.
15. In case my Bid is not accepted then my EMD submitted in the form of a. DD:- may kindly be sent to my bank directly , details are given below

Name as per Bank record :
Account No :
IFCS code :
Bank Name and address :

I/we submit Technical Proposal (Envelope-B) and Financial Proposal (Envelope-C) under and in accordance with the terms of the Bid.

(Signature of Authorized Signatory with seal)

Date:
Place:

Appendix-I

Power of Attorney for Signing of Proposal
(On INR 100 Non- Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "**Hiring of Manpower Agency to provide Manpower support to Bhubaneswar Smart City Limited, Bhubaneswar, Odisha**" by the Bhubaneswar Smart City (BSCL "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said services and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF, 20**.

For _____
(Signature)

(Name, Title and Address) Witnesses:
1 2.

(Signature)
(Name, Title and Address of the Attorney)

Accepted [Notarised]
Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and*

when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

Appendix-II

Certificate

This is to certify that We M/s _____, (name of the Agency) A Proprietorship firm / Company / Society/ Partnership firm/ Trust / Not for profit company Incorporated under _____ Act Yr _____, having its registered office at _____ (Address) have _____ numbers of (should be more than 100 numbers) of Employees in our Payroll i.e direct employee of the company / Firm as on date.

(Signature of Authorized Signatory with seal)

GENERAL INFORMATION OF THE BIDDER

1. (a) Name of the Bidder:
(b) Date & Place of Incorporation /Registration:
(c) Address of the Registered Office/ Corporate office and its Branch office(s), if any.
2. Details of the Authorized Signatory of the entity for the point of contact/ communication for the BSCL.
Name :
Designation :
Firm/ Company/ Address :
Telephone Number :
Mobile No. :
Fax Number :
E-mail address :

Signature of the Authorized Signatory _____

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place/ Date

LIST OF Contracts (COMMENCED AND COMPLETED)

Name of the Bidder / Applicant firm:

Sl. No.	Name of the contract/assignment	Name of Client	No. of Employees deployed	Contract Value	Month & Year of Commencement of the assignment	Month & Year of Completion of the assignment
	A	B	C	D	E	F
1.						
2.						
3.						
4.						

(Signature of Authorized Signatory with seal)

Place:

Date:

Note: Separate sheet for each Project may be used. Attested copies of the work order be enclosed with the Bid document.

FINANCIAL CAPABILITY OF THE APPLICANT

Name of Applicant Firm:

Particulars	2019-20 (INR Lakh)	2018-19 (INR Lakh)	2017-18 (INR Lakh)
Average Annual Turnover of the Applicant from the business of providing Manpower as per certificate of CA / Statutory Auditor			

(Signature of Authorized Signatory with seal)

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____
(name of bidder), we M/s , Chartered Accountants/ Statutory
Auditors, certify that the
above information is correct.

Signature and Seal of
Chartered Accountants/Statutory Auditors

Note: Average Annual Turnover amount shall not be considered for evaluation if this certificate is not signed and stamped by the auditor/CA certifying Average Annual Turnover.

Envelope - C

Financial Proposal

Financial Proposal

To

General Manager-Administration
Bhubaneswar Smart City Limited
5th Floor, Block - 1, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Khordha-751007
Odisha

Sub: RFP for Hiring of Manpower Agency to provide Manpower support to Bhubaneswar Smart City Limited, Bhubaneswar, Odisha

We, the undersigned, offer to provide the Manpower for the above scope of services in accordance with your RFP. Our total financial quote is as given below,

1. **Service charge to be charged for providing Manpower services**

Bid Parameter	Financial quote (in %)
<i>Service charge inform of percentage % upon the total remuneration which consists of wages for the Manpower provided+ applicable employer PF + ESI contribution</i>% (.....Percentage in words)

- Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 120 days from the last date of submission of proposal.
- Should this Bid be accepted, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition for providing cab/taxi services in the Bid document, in default, thereof to forfeit EMD & pay to the BSCL the sums of money mentioned in the said condition.
- A separate sealed **Envelope 'B'** duly super scribed containing in the form as **Earnest money** the full value of which is to be absolutely forfeited to the BSCL without prejudice to any other rights or remedies of the BSCL should I/We fail to execute the Agreement and/or commence the services, within the time specified in the Bid Document.

(Signature of Authorized Signatory with seal)

Date:

Bhubaneswar Smart City Ltd.