

OFFICE OF THE
PRINCIPAL ACCOUNTANT GENERAL (ACCOUNTS & ENTITLEMENT)
ODISHA, BHUBANESWAR.

No.Welfare(A&E)/Canteen/20

Date: 30.06.2020

Procurement of services of Human Resources Outsourcing (HRO) Service Provider

I. Notice Inviting Tender

1. Quotations (Technical bid and Financial bid separately) are invited from major Human Resources Outsourcing (HRO) Service providers, for procurement of services of following types of personnel on outsourced basis-
 - i. Five (5) (skilled) workers for canteen (1 clerk, 1 halwai & 3 cooks).
 - ii. Twenty two (22) workers (un-skilled) including seven (7) persons for Puri Branch Office for washing of utensils, wet cleaning of floor space.
 - iii. Seventeen (17) Security Guards (skilled) for watch and ward duty at Puri Branch Office Puri.
2. The terms and conditions for procuring the services of the above personnel on outsourced basis are listed at Section II of this document. This tender document can be downloaded without any charges from the website <https://www.agodi.cag.gov.in> and e publishing Government of India CPP portal or can be collected in physical form from this Office by paying a fee of Rs 500/-.
3. The following schedule of dates shall be applicable for this tender process-

i. Tender Published Date & Time	01.07.2020(1700 HRS)
ii. Bid Document Download Start Date & Time	01.07.2020(1700 HRS)
iii. Bid Submission Start Date & Time	02.07.2020(1000 HRS)
iv. Bid Submission End Date & Time	17.07.2020(1200 HRS)
v. Bid Opening Date & Time	17.07.2020(1500 HRS)
4. Bidder shall not modify the downloaded tender form including downloaded financial bid template in any manner. In case any tender form/financial bid template is found to be tampered with/ modified in any manner, such bids are liable to be summarily rejected, Bid Security would be forfeited, and bidder would be liable to be banned from doing business with this Office.
5. **Bid Security:** Bid Security (EMD) amount of Rs 10000/-, in the form of Crossed Demand Draft/ Pay Order drawn on any scheduled commercial bank in favour of "Sr. Accounts Officer (Cash), Office of Pr. AG (A&E), Odisha" and payable at Bhubaneswar, is to be submitted in original along with the Bid documents to the Deputy Accountant General (Admn), Office of Pr. AG (A&E), Odisha, AG Office Complex, AG Square, Bhubaneswar-751001 before the time stipulated against Bid Submission End Date & Time above. Name & full address of the bidder may be written at the back of the Demand Draft Pay Order. Bids in respect of which Bid Security is not received as above shall be summarily rejected.
6. **Submission of Quotations:** The sealed quotation shall be submitted in two parts, viz., Technical bid and financial bid. The Technical and Financial bids should be sealed by the bidder in separate covers duly superscribed "Technical Bid - Hiring of HRO Services" and "Financial Bid - Hiring of HRO Services" respectively and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed "Quotation for Hiring of HRO Services". Quotations are to be submitted in person/ through Registered Post with Acknowledgement Due/ Speed Post. Quotations which are received without being sealed through Fax/ Email shall not be considered. Quotations received after the due date and time shall not be considered.

7. **Technical Bid:** To be submitted by the Bidder in the format as in Annexure I.
8. **Financial Bid:** To be submitted in the format as in Annexure II. Bidder shall not modify the Financial Bid template in any manner. In case it is found to be tampered/ modified in any manner, such bid will be liable to be rejected outright. The financial bid should be filled in carefully after considering all the aspects of work as described in Section-II of this document, "Terms & Conditions Governing the Contract". No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the Bidder had not understood the work envisaged by this tender document. Any overwriting in the Financial Bid template should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the Bidder or his authorized signatory.
9. **Validity of Financial Bid:** The Bidder is required to keep the rate offered as per Financial Bid open for a period of 60 days from the last date of submission of tender.
10. This Office reserves the right to:
 - i. Accept or reject any or all of the Technical Bids received, without assigning any reason.
 - ii. Accept or reject any or all of the Financial Bids received, irrespective of their being lowest, without assigning any reason.
 - iii. Modify any tender conditions before opening of bids, if necessary in the financial interest of the Office.
 - iv. Disqualify bidders who have been black-listed by Central/ State Government Departments/ Statutory Bodies.
11. **Postal Address and Contact Details:** Every Bidder shall state in the tender his correspondence address fully and clearly, landline and mobile phone number, Fax Number and Email address for communication. Any communication sent to the tenderer by post and/ or other modes to the contact details furnished shall be deemed to have reached the Bidder on time.
12. **Bid Opening:** Bids will be opened as per date/ time as mentioned above. The technical bids will be opened in the presence of bidders or their authorized representatives who choose to attend, at the designated date and time. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. Financial bids of those bidders who are evaluated as technically qualified shall be opened on a separate date, to be intimated separately to those qualified bidders.
13. **Bid Evaluation:** In case of bidders who are evaluated as technically qualified based on Technical bid as per Annexure I, the sealed financial bids shall be opened. The bidder who has submitted the lowest financial bid as per Annexure II shall be awarded the contract. In case there are two or more bidders who are tied as the lowest financial bidders (L1), then, the tie will be broken based on highest score achieved across the four designated parameters in the Technical bid, as listed at Annexure 1. If there are two or more bidders still tied, the contract will be awarded to one of the tied bidders:-
 - i. By taking consideration experience with Central Govt. Deptt/IA&AD, or if tied again then.
 - ii. By draw of lots on random basis.

14. **Execution of Agreement:** The Bidder whose quotation is accepted shall be required to appear at this Office in person or if the Bidder is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the Agreement within seven (7) days of the date of issue of communication of acceptance of tender from this Office, and start providing the hired services from the date as mentioned in the communication. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the quotation. The Bidder shall treat the contents of his filled in tender documents as private and confidential.

15. For any clarifications, prospective bidders may contact: Sr. Account Officer (Welfare), Office of Pr. AG (A&E), Odisha, First Floor, AG Office Complex, AG Square, Bhubaneswar-751001. Phone Number: 0674-2394735, Email:- patrab.odi.ae@nic.in.

Sd/-

Deputy Accountant General/Admn

II. Terms and Conditions governing the contract

1. The period of the contract shall be one year, extendable by another year on mutually agreeable terms, subject to satisfactory service performance.
2. Service to be provided:
 - i. Five (skilled) workers for canteen for workers (1 clerk, 1 halwai & 3 cooks).
 - ii. Twenty two (22) workers (un-skilled) including seven (7) persons for Puri Branch Office for washing of utensils, wet cleaning of floor space.
 - iii. Seventeen (17) Security Guards (skilled) for watch and ward duty at Puri Branch Office Puri.
3. The HRO Service Provider shall be a registered corporate entity.
4. The HRO Service Provider shall only deploy personnel who are regular, formal employees of the HRO Service Provider, and aged between 18 and 55. The HRO Service Provider shall not deploy casual contractors, wage labourers, temporary workers etc., who are not regular, formal employees of the HRO Service Provider.
5. There shall be no Master-Servant or employer-employee relationship between the deployed personnel- who shall be regular, formal employees of the HRO Service Provider- and the service hiring Office. The personnel deployed by the HRO Service Provider shall not have any claim for employment/ absorption/ regularization in the service hiring Office.
6. The HRO Service Provider shall ensure that personnel deployed do not have any Police records/criminal cases against them. The HRO Service Provider shall exercise due diligence and verify the antecedents of the personnel, before deployment. The HRO Service Provider shall also ensure that the personnel deployed are medically fit.
7. The HRO Service Provider shall ensure that all the relevant licenses/registrations/permissions which are statutorily required for providing the service are valid during the entire period of contract. Documents relevant in this regard shall be provided by the HRO Service Provider to the service hiring Office on demand.
8. The personnel deployed in the service hiring Office shall not divulge or disclose to any person, any details of Office, operational process, technical know-how, security arrangements and administrative / organizational matters, as these matters shall be treated as confidential.
9. The personnel deployed in the service hiring Office shall be polite, cordial, positive and efficient, while handling the allocated work. The HRO Service Provider shall be held responsible for any act of indiscipline or misconduct on the part of personnel deployed.
10. In case any of the deployed personnel are found to be unacceptable to the service hiring Office due to security risk, incompetence, conflict of interest, breach of confidentiality, misconduct, indiscipline etc., the HRO Service Provider shall, on receipt of communication from the service hiring Office to that effect, immediately replace the identified personnel.
11. The HRO Service Provider shall provide Photo Identity Cards to each of the personnel deployed to the service hiring Office, which have to be produced by the personnel on demand during the period of deployment.
12. The HRO Service Provider shall arrange for and provide substitute personnel well in advance, if there is any probability of deployed personnel leaving the employment of the HRO Service Provider.
13. The HRO Service Provider shall be liable to reimburse any loss to the service hiring Office arising due to theft of/ damage to goods and equipments by the deployed personnel.

14. The HRO Service Provider shall provide additional insurance cover over and above ESI, if deemed necessary, for its employees deployed. The service hiring Office shall not provide any insurance cover or be liable for this purpose, towards the deployed personnel.
15. The detailed work allocation to personnel deployed on outsourced basis and estimated work timings are listed at Annexure III enclosed.
16. The Office shall provide all consumables, materials and equipments required by the personnel deployed on outsourced basis, as part of the work allocated.
17. Both the HRO Service Provider and the service hiring Office shall maintain an Attendance Register to record the attendance details of the personnel deployed.
18. For every 45 days of attendance completed by individual personnel deployed by HRO Service Provider at the service hiring Office, the personnel shall be eligible for 1-day leave. Such leaves may be accumulated and shall be utilized by the personnel only after providing prior notice to both the HRO Service Provider and the service hiring Office. If the period of leave proposed to be utilized is acceptable to both the HRO Service Provider and the service hiring Office, the absence during the period of leave shall not be deducted when computing attendance for the purpose of payment. Beyond the utilization of such accumulated leaves as accepted, absence of deployed personnel shall result in necessary deduction by the service hiring Office in the monthly bill, in case no substitute personnel is provided.
19. The HRO Service Provider shall submit a monthly bill in triplicate to the service hiring Office in respect of a particular month in the first week of the next month. The payment shall be released by 10th of the next month, subject to submission of documentary evidence towards attendance of each personnel deployed, payment of at least the minimum wages applicable, correct computation of salary components (EPF, ESI) paid to personnel deployed and payment of GST for the previous month. Income Tax shall be deducted at source at 2% from the payment to be made to the HRO Service Provider, as per the existing Rules.
20. In case the submission of monthly bill is delayed by the HRO Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payments of interest/ penalty to the tax authorities shall be borne by the HRO Service Provider.
21. The service hiring Office shall make monthly payment to the HRO Service Provider, based on the following components-
 - i. Minimum daily wage rate applicable. No of days of attendance during the month
 - ii. EPF
 - iii. ESI
 - iv. Service Charge by HRO Service Provider
 - v. GST

Except for Service Charge, all other components are statutory and mandatory in nature, and the HRO Service Provider shall produce monthly records of having made all such statutory and mandatory payments as above.

22. The HRO Service Provider shall make monthly payment of wages to the personnel deployed for service delivery, at rates which shall not be less than the rates of minimum wages prescribed by the Government from time to time under the Minimum Wages Act 1948 and Contract Labour (R&A) Act 1970.
23. The HRO Service Provider shall, in case of each the personnel deployed for service delivery, make monthly deposit of the employer's and employee's share into the Employee Provident Fund (EPF) and Employee State Insurance (ESI) accounts of the personnel, in compliance

with the concerned statutory provisions. The HRO Service Provider shall also submit copies of EPF ID and ESI ID cards of each of the personnel deployed to the service hiring Office.

24. The HRO Service Provider shall, in case of each of the personnel deployed for service delivery, issue Salary Slips to the personnel and submit copies of the same to the service hiring Office, to enable the Office to draw assurance on compliance with statutory requirements. The Salary slip for each personnel shall specify the total salary paid, with the following components-
 - i. Daily wage rate paid. No of days of attendance during the month
 - ii. EPF (EPF Account Number, employer's share and employee's share separately)
 - iii. ESI (ESI Account Number, employer's share and employee's share separately)
 - iv. Amount actually credited to the personnel's bank account
25. The HRO Service Provider shall enter into an agreement with the service hiring Office as per the terms and conditions listed in Section II of this document on non-judicial Rs 100 Stamp Paper, within 7 days of receipt of notice communicating acceptance of quotation by the service hiring Office.
26. The HRO Service Provider shall furnish a Security Deposit equivalent to 2% of the annual service contract value in the form of Bank Guarantee in favour of the **Sr. Accounts Officer (Cash), O/o the Pr. Accountant General (A&E), Odisha,** payable in Bhubaneswar, at the time of entering into agreement with the service hiring Office. The Security Deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the HRO Service Provider. The Security Deposit shall be forfeited in case of non-compliance with the terms and conditions of the contract.
27. The HRO Service Provider shall not assign, transfer, pledge or sub-contract the performance of services to any other legal entity, without the prior written consent of the service hiring Office.
28. The agreement between HRO Service Provider and the service hiring Office may be terminated by either party, by providing one month's notice.
29. Any violation of contractual obligations by the HRO Service Provider or the deployed personnel may attract penalties as listed in the agreement. The HRO Service Provider shall confirm and agree that any penalty, when payable, may be deducted by the service hiring Office from the monthly payment due to the HRO Service Provider.
30. Penalties may be levied by the service hiring Office on the HRO Service Provider for violation of contractual provisions as per the following table-

Sl.No.	Contractual provision	Penalties for non-compliance
1.	Non-deployment of required number of personnel as per contract, even after receipt of communication from service hiring Office on the shortfall	Up to 15 days, @ Rs 1000 per day and beyond 15 days, termination of the contract with forfeiture of Security Deposit.
2.	Non replacement of identified deployed personnel even after receipt of communication from service hiring Office to that effect	Up to 5 days, @ Rs 5000 per day and beyond 5 days, termination of the contract with forfeiture of Security Deposit.
3.	Delay in monthly payment of salary with all components (wages, EPF and ESI, both employee and employer share) by more than 5 working days after payment by service hiring Office.	Rs 1000 per day of delay beyond 5 working days and beyond 15 days, termination of the contract with forfeiture of Security Deposit.
4.	Incorrect payment of salary by HRO Service Provider to the deployed personnel	Rs 2000 per day from date of detection up to rectification action.

	with all components (wages EPF & ESI) both employee & employer share	Beyond 15 days, termination of the contract with forfeiture of security deposit.
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31. Force Majeure: If at any time, during the continuance of the Agreement the performance in whole or in part, by the HRO service provider is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, provided notice of happenings of any such event is given by the HRO Service Provider to this Office within seven calendar days from the date of occurrence thereof, the HRO Service Provider may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the HRO Service Provider, as soon as practicable, after such event comes to an end or ceases to exist. The decision of the service hiring Office as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.
32. General interpretation powers: Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from Group Officer in charge of Administration of the service hiring Office. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to him.
33. In case of any dispute over the clauses of the agreement, the matter will be referred to the Pr. Accountant General (A&E), Odisha, whose decision shall be final and binding upon the HRO Service Provider.

Sd/-

Deputy Accountant General/Admn

TECHNICAL BID

Sl.No	Details	Response	Document to be Submitted	Remarks
1.	Name of firm		Copy of Registration Certificate	Qualifier parameter
2.	Registration No with EPF		Copy of Registration Certificate of EPF	Qualifier parameter
3.	Registration No with ESI		Copy of Registration Certificate of ESI	Qualifier parameter
4.	Labour License No		Copy of Labour License	Qualifier parameter
5.	PAN/ TAN Number		Copy of PAN/ TAN	Qualifier parameter
6.	GST Registration No		Copy of GST registration	Qualifier parameter
7.	IT Returns filed for last 2 years (Yes/ No)		Copies of last two IT returns filed	Scoring parameter: Income Tax paid less than Rs 2 lakh- 5 marks, and more than Rs 2 lakh: 10 marks
8.	List of other service hiring Clients, indicating quantum of work executed with them		Copies of service agreements with each Client listed	Qualifier parameter
9.	EMD details- Amount, Bank, Date, DD/ Cheque Number		Copy of DD/ Cheque	Qualifier parameter
10.	Audited Accounts for last 2 years (by Chartered Accountant)		Copies of Audited Accounts for last two years	Scoring parameter: Annual revenue from all sources less than Rs 1 crore- 5 marks, and more than Rs 1 crore - 10 marks,
11.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Name and name of the Contact person		NA	Qualifier parameter
12.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (Yes/ No)		NA	Qualifier parameter
13.	Experience with Central Govt. Departments as Clients		Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts.	Scoring parameter: Less than 12 months in total- 5 marks, 12 to 36 months in total- 10 marks, above 36 months- 15 marks.
14.	Experience with Indian Audit & Accounts Department (IA&AD) as Client		Attach copy of contract.	Scoring parameter: 10 marks if Yes, 0 if No.

15.	Brochure of the firm's services submitted (Yes/No)		Copy of brochure	Qualifier parameter
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Certified that I/ we have read and fully understood the terms and conditions of this Tender in Section II and if contract is awarded to me/ us, I/ we will abide by them till the end of contract period.

Signature and Seal of Bidder

FINANCIAL BID

The service hiring Office shall make monthly payment to the HRO Service Provider, based on the following components-

- i. Minimum daily wage rate applicable. No of days of attendance during the month
- ii. EPF
- iii. ESI
- iv. Service Charge bid by HRO Service Provider
- v. GST

Except for Service Charge, all other components are statutory and mandatory in nature, and the HRO Service Provider shall produce monthly records of having made all such statutory and mandatory payments as above.

Service Charge shall be quoted as financial bid as a % of monthly wages only.

Sl.No.	Item of information required	Response from Bidder in %	Remarks
1	Financial bid of Service Charge, as a % of the monthly amount for wages only.		Minimum 7% Quotations below 7% shall be summarily rejected as unresponsive.

Certified that I/ we have read and fully understood the terms and conditions of this Tender in Section II and if contract is awarded to me/ us, I/ we will abide by them till the end of contract period.

Signature and Seal of Bidder

WORK ALLOCATION TO SAFAIWALAS DEPLOYED ON OUTSOURCED BASIS

1. Proper collection, storage and disposal of garbage.
2. Sweeping and mopping of floor space.
3. Wet cleaning of toilets and washrooms.
4. Storage of cleaning products and bins at demarcated locations.
5. Cleaning of bucket sand mops after use during wet cleaning.
6. Keeping chairs, tables and other furniture in proper places, after sweeping and mopping of floors.
7. Miscellaneous cleaning work allocated.
8. Timings: 7.00 AM to 11.00 AM & 2 PM to 6 PM (Five days a week)

WORK ALLOCATION TO (Worker) COOK-CUM-CLEANERS DEPLOYED ON OUTSOURCED BASIS

1. Dust the room and furniture.
2. Replenish amenities according to the operational standards.
3. Ensure security of guest rooms and privacy of guests.
4. Anticipate guests' needs, respond promptly and acknowledge all guests, however busy and whatever time of day.
5. Monitor and maintain cleanliness, sanitation and organization of assigned work areas.
6. Remove dirty bed linen and make up bed with clean linen.
7. Responsible for the cleanliness and maintenance of his work area.
8. Attends to guest calls, guest requests /guest complaints in the area assigned to him.
9. Collection and preparation of Room Rent Bills.
10. Any other Guest House related works allocated.
11. Billing, cooking, cleaning and other works as assigned by the Manager in charge of Canteen.
12. Timings:- Round the clock on shift duty basis in respect of Guest House and as suitable to office in respect of Departmental Canteen.

WORK ALLOCATION TO SECURITY GUARDS DEPLOYED ON OUTSOURCED BASIS

1. Secure premises and properly by personnel patrolling, monitoring surveillance equipment, inspecting buildings, equipment and access points, permitting entry.
2. Prevent losses and damage by reporting irregularities, informing violators of policy and procedures, restraining trespassers.
3. Control traffic by directing drivers.
4. Ensure the security, safety and well-being of all personnel, visitors and the premises.
5. Respond to emergencies to provide necessary assistance to employees and visitors.
6. Protect the assets of the office from theft, assault, fire and other safety issues.
7. Follow procedures for various initiatives, including fire prevention, property patrol, traffic control and accident investigations.
8. Timings:- Round the clock on shift duty basis.

Signature and Seal of Bidder