



## ODISHA STATE HOUSING BOARD,

Sachivalay Marg, Kharvela Nagar,  
Bhubaneswar, Odisha 751001.

Ph:[0674-2391542](tel:0674-2391542), Website: <https://oshb.org>

RFP No. 13017/ OSHB  
File Ref: IM-37/2023

Dated: 15/12/2023

**REQUEST FOR PROPOSAL FOR**  
**ENGAGEMENT OF AGENCY TO PROVIDE PROFESSIONAL MANPOWER**  
**AT ODISHA STATE HOUSING BOARD (OSHB)**

Odisha State Housing Board (OSHB) intends to engage an Agency to provide Professional Manpower at OSHB. Interested agencies may participate for this tender and submit their proposal. The detailed Request for Proposal (RFP) document can be downloaded from OSHB website i.e. <https://oshb.org> from **21/12/2023** to **20/01/2024**. Any further intimation (i.e. Corrigendum/ Addendum/ Responses to the queries/ Clarifications shall be uploaded in OSHB website only). The Pre-bid meeting is scheduled on **29/12/2023** at **11.30 A.M.** in the Conference Hall, 3<sup>rd</sup> Floor, of OSHB Office. The last date for receipt of proposals is **20/01/2024** by **3.00 P.M.** and the same would be opened on **20/01/2024** at **4.00 P.M.** Please refer the RFP documents for further details.

OSHB reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. OSHB reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

**Sd/-**  
**Secretary,**  
**Odisha State Housing Board**



# **ODISHA STATE HOUSING BOARD**

Sachivalay Marg, Kharvela Nagar, Bhubaneswar - 751001

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**FOR**

**ENGAGEMENT OF AGENCY TO PROVIDE PROFESSIONAL MANPOWER**

**AT**

**ODISHA STATE HOUSING BOARD (OSHB)**

**ODISHA STATE HOUSING BOARD**  
Sachivalay Marg, Kharvela Nagar  
Bhubaneswar - 751001  
Website- <https://oshb.org>

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## 1. Data Sheet

Sl. No.	Parameter	Name
1	Name of the Assignment	Engagement of agency to provide professional manpower at OSHB
2	Availability of Tender document	<a href="http://www.oshb.org">www.oshb.org</a>
3	Submission of Proposal	The Secretary, OSHB Odisha State Housing Board Sachivalay Marg, Kharvela Nagar Bhubaneswar-751 001 (Through Speed Post /Registered post/ courier / No drop box facility available)
4	<b>Method of Selection</b>	Quality cum Cost Based Selection (QCBS) 70:30
5	<b>Proposal Validity</b>	180 Days
6	<b>Date of Availability of RFP</b>	21/12/2023 to 20/01/2024
7	<b>Last date for Submission of Pre-Proposal / Pre-Bid Queries</b>	28/12/2023 till 5 PM to <a href="mailto:aaestablishment@gmail.com">aaestablishment@gmail.com</a> with CC to <a href="mailto:oshbpmuengg@gmail.com">oshbpmuengg@gmail.com</a>
8	<b>Pre-Bid Meeting</b>	29/12/2023 at 11.30 AM Conference Hall, 3rd Floor, Odisha State Housing Board (OSHB), Sachivalay Marg, Kharvela Nagar, Bhubaneswar-751001, Odisha
9	<b>Last date of submission of Proposals</b>	20/01/2024 till 3.00 PM
10	<b>Date of opening of Technical Proposal</b>	20/01/2024 at 4.00 PM
11	<b>Date of technical presentation</b>	To be intimated later
12	<b>Date of opening of Financial Proposal</b>	To be intimated later
13	<b>Bid Processing Fee (Non-Refundable)</b>	Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty Only, including GST of 18% ) in form of Demand Draft in favour of the “ <b>Orissa Housing Board Fund</b> ”, payable at “ <b>Bhubaneswar</b> ” issued from any Nationalized/ Scheduled commercial Bank
14	<b>Earnest Money Deposit (EMD)/ Bid Security</b>	<b>Rs.1,00,000/- (Rupees One Lakhs Only)</b> in form of Demand Draft in favour of the “ <b>Orissa Housing Board Fund</b> ”, payable at “ <b>Bhubaneswar</b> ” issued from any Nationalized/ Scheduled commercial Bank
15	<b>Performance Security</b>	@ 5% of the Annual Contract Value (subject to a minimum of Rs. 1.00 Lakhs). The selected bidders EMD shall be retained as performance security. The performance security shall be calculated year on year basis and the performance security amount over and above to 1.00 Lakhs shall have to be submitted by

		the selected bidder.
16	<b>Place of Opening of Proposal:</b>	Conference Hall, 3 <sup>rd</sup> Floor, Odisha State Housing Board Sachivalay Marg, Kharvela Nagar Bhubaneswar-751 001

## 2. Disclaimer

- i. This Request for Proposal (“RFP”) is neither an agreement nor an offer by OSHB to the prospective Bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
- ii. This RFP includes statements, which reflect various assumptions and assessments arrived at by OSHB. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for OSHB to consider the particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OSHB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- iv. OSHB, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this Bidding Process.
- v. Neither OSHB nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. OSHB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder should confirm that the RFP downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.
- vii. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- viii. No extension of time shall be granted to any Bidder for submission of its Bid on the ground

that the Bidder did not obtain the complete set of Tender Documents.

- ix. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- x. OSHB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this RFP at any time during the Bidding Process. All such changes shall be uploaded on the on the website of OSHB. It is the duty of Bidders to visit the website of OSHB regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- xi. The Bidders or any third party shall not object to such changes/modifications/additions/, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OSHB. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OSHB with respect to this RFP.
- xii. The Bidder shall not make any public announcements with respect to the Bidding Process, this RFP and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this RFP shall be made exclusively by OSHB. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the Bid liable for rejection. OSHB's decision in this regard shall be final and binding on the Bidder.
- xiii. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
- xiv. The Bid is not transferable.



### 3. Abbreviations

BG	Bank Guarantee
CTC	Cost to Company
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
OSHB	Odisha State Housing Board
RFP	Request for Proposal
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract
SO	Service Order

#### 4. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 4.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OSHB or to the Bidders;
- 4.2 “Authorized Signatory” shall have the meaning as set forth in Clause 7.5.
- 4.3 “Bid” or “Proposal” means the documents submitted by a Bidder pursuant to this RFP, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OSHB and the Price Bid, submitted strictly in the formats provided by OSHB. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OSHB;
- 4.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OSHB;
- 4.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
- 4.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted after the Bid Due Date;
- 4.7 “Bid Validity Period” shall have the meaning given to it in Clause 7.8;
- 4.8 “EMD” means the amount submitted by a Bidder to OSHB for participating in the Bidding Process, in terms of Clause 7.7;
- 4.9 “Financial Criteria” shall have the meaning given to it in Clause 6.2;
- 4.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 4.11 “Initial Letter of Award (LoA)” or “Initial LoA” means the written official intimation by OSHB notifying the Preferred Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 4.12 “Net Worth” shall have the meaning ascribed to it in Section 2 (57) of the Companies Act, 2013;
- 4.13 “Request for Proposal” or “RFP” or “RFP Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by OSHB vide this RFP for Engagement of agency to provide professional manpower at OSHB and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The

documents are as follows:

- a) This RFP document;
  - b) Any corrigendum(a)/addendum(a) and clarification(s) to the RFP Document issued by OSHB subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 4.14 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof between OSHB and the Bidders for clearing doubts if any;
- 4.15 “Preferred Bidder” shall have the meaning given to it in Clause 7.21;
- 4.16 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 7.15.2;
- 4.17 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 4.18 “Successful Bidder” shall have the meaning given to it in Clause 7.22;
- 4.19 “Technical Criteria” shall have the meaning given to it in Clause 6.1;
- 4.20 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OSHB as per terms and condition of the RFP and is qualified for opening of its Price Bid;
- 4.21 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 7.15.1;
- 4.22 “Tender Paper Fee” shall have the meaning as set forth in Clause 7.6;
- 4.23 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

## 5. Scope of Services

5.1 The selected service provider shall provide the following services to OSHB as per the below mentioned timeframe:

<b>Sl. No.</b>	<b>Name/ type of services</b>	<b>Time period of providing services</b>	<b>Location for providing the services</b>
1	Provide Professional Manpower for various departments of OSHB.	5 years (Subject to assessment of the performance of the Service Provider)	OSHB office at Bhubaneswar & Other project locations / locations in Odisha State.

- 5.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in **Annexure 2**.
- 5.3 The “General Conditions of Contract-Services” as enclosed in the tender at **Annexure 1** shall form an integral part of the RFP and will also form a part of the Agreement placed against this tender.

## 6. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
6.1	<b>Technical Criteria</b>	
6.1.1	<p>The bidder should have <b>at least 3 years of experience supplying manpower</b> as on the due date of bid.</p>	<ul style="list-style-type: none"> <li>▪ Bidders experience certificate (for the initial projects) and experience certificate of recent projects.</li> <li>▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of years of experience.</li> </ul>
6.1.2	<p>The Bidder shall have successfully carried out at <b>least 3 (three) professional manpower supply contract</b> in State or Central Government organizations/ PSUs /Private organization in India of value <b>not less than INR 25 (Twenty-five) Lakhs / PA</b> each during the last 5 (five) years.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>a. Applicable 5 (five) years – FY2018-19, FY2019-20, FY2020-21, FY2021-22 and FY2022-23</li> <li>b. For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 100 crore during any financial year preceding three consecutive Financial Years ending on 31.03.2023</li> <li>c. Professional manpower shall mean professionals who are Graduate/Post-Graduate (B.E. / B. Tech/ MBA/ PGDM/ MSc/ M-Tech/ CA/ ICWA/ B(Arch)/ M.Plan etc.) in relevant disciplines</li> </ol>	<p>Self-attested copies of</p> <ol style="list-style-type: none"> <li>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</li> <li>b) Completion certificate from their clients/employers, regarding successful completion of the services</li> </ol>
6.1.3	<p>The bidder should have <b>supplied minimum 500 (Five Hundred only) professional during the last 3 years</b> in State or Central Government organizations/ PSUs /Private organization.</p>	<ul style="list-style-type: none"> <li>▪ Experience certificate clearly indicating the number of manpower and duration of contract.</li> <li>▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the same.</li> </ul>

#	Criteria	Required Documents
6.2	<p><b>Financial Criteria</b> Average financial turnover of the Bidder should be at least <b>INR 50 (Fifty) crore in any 3 financial years during last 5 (Five) financial years</b> ending 31.03.2023.</p> <p><b>Note:</b> For this purpose, the highest turnover of 3 years in last 5 financial year shall be considered</p>	<p>a) Copies of audited financial statements as per I.T return. b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit provisional financial statements, certified by its statutory auditor as per I.T Return.</p>
6.3	Other Criteria	
6.3.1	The Bidder should be a Indian Legal Entity like Company / LLP / Society / Partnership Firm / proprietorship registered under respective acts.	<p>Copies of</p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Memorandum of Association</li> <li>• Articles of Association</li> </ul>
6.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> <li>▪ Copy of PAN</li> <li>▪ Copy of GST registration certificate</li> </ul>
6.3.3.	The Bidder should not have been banned/blacklisted by OSHB or any government agency or any PSU as on the date of submission of Bid	Declaration to this effect, as per the format given in <b>Annexure 5</b>
6.3.4	<ul style="list-style-type: none"> <li>➤ Tender Paper Fee</li> <li>➤ EMD amount and</li> <li>➤ Power of Attorney</li> </ul>	<p>a) Proof of payment of Tender Paper Fee; Please refer to Clause 7.6 for further details b) Proof of Bid Security; Please refer to Clause 7.7 for further details. c) Power of Attorney (as per the format given in <b>Annexure 3</b>) in favour of the Authorized Signatory of the Bidder. Please refer to Clause 7.5 for further details</p>
6.3.5	The Bidder should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labor Act.	Copy of valid EPF & ESI registration certificate and valid Labour License
6.3.6	The Bidder whose Contract/ Agreement with OSHB had been terminated/ failed to perform will not be eligible to participate in the bidding.	Decision of OSHB in this regard is final & binding on all such entities

Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all indirect taxes and duties.
  
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the RFP, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the RFP). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
  
- c. Bidding in the form of a consortium is **NOT** allowed.

## 7. Instruction to Bidders

7.1 The Bidders intending to participate in this tender are required to download the tender documents from <https://oshb.org>.

7.2 The tender documents shall be available on the website of OSHB (<https://oshb.org>). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission.

7.3 Deleted.

7.4 The bids are to be submitted in one envelope containing two inner envelopes, consisting of: (i) Techno-Commercial Bid (under Cover I) and (ii) Price Bid (under Cover II). Interested firms are requested to submit the documents in separate sealed covers: 1. General Eligibility and Compliances & 2. Price Bid. The proposal must be submitted physically in hard bound/ Spiral bound form serially numbered as mentioned in the Datasheet.

7.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in **Annexure 3** of this RFP. Each page of submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.

### 7.6 Tender Paper Fee

7.6.1 The Bidder shall pay to OSHB a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

7.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

### 7.7 Earnest Money Deposit (EMD)/ Bid Security

The Bidder shall furnish as part of its Proposal, a bid security of **Rs.1,00,000/- (Rupees One Lakhs only)** in the form of a Demand Draft issued by Nationalized/ Scheduled commercial Banks in India in favor of the "**Orissa Housing Board Fund**" payable at "**Bhubaneswar**" (the "Bid Security"). After execution of agreement with the selected bidder, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall be converted towards the minimum Performance Security (as per the provisions of this RFP). The



Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender, or the bidder is found to be engaged in corrupt / fraudulent / restrictive practices.

- 7.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OSHB. Under exceptional circumstances, OSHB may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OSHB to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.
- 7.9 Issue of clarifications: Bidders may also send their queries by email to OSHB; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OSHB. The responses to the queries received shall be published by OSHB on its website and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.
- 7.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, OSHB may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OSHB may at its own discretion also extend the Bid Due Date.
- 7.11 Extension of Bid Due Date: OSHB may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this RFP.
- 7.12 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents, including the proforma agreement;
  - ii) received all relevant information requested from OSHB;
  - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OSHB relating to any of the matters related to this tender or otherwise;
  - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OSHB) and performance of all of its obligations thereunder;
  - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OSHB;

vi) agreed to be bound by the undertakings provided by it under and in terms; and OSHB shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OSHB.

7.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the RFP, OSHB reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further OSHB reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OSHB's action. Decision of OSHB shall be final and binding in this regard. OSHB reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

7.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

7.15 Bid to be submitted by Bidders: The bid (closed envelope) to be submitted by Bidders shall consist of the Techno-Commercial Bid (inner envelope-1) and the Price Bid (inner envelope-2). And shall be clearly superscribed as follows. Bidders name, address and contact details are to be provided in the bottom left corner of the envelope. The bid should be submitted on or before the due date and time indicated in the bid schedule.

**“BID FOR - ENGAGEMENT OF AGENCY TO PROVIDE PROFESSIONAL MANPOWER AT ODISHA STATE HOUSING BOARD (OSHB)”**

7.15.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid in close envelope (Envelope-1). The Techno-Commercial Bid should consist of clear and legible copies of all the required documents and should be submitted within the outer envelope. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

7.15.1.1 Documents Supporting Eligibility Criteria (Refer Chapter 6)

7.15.1.2 Techno-Commercial Bid checklist as per Annexure 6

7.15.1.3 Documents towards fulfillment of Technical Scoring criteria as per Clause 7.19.6 and other documents as required under the RFP.

The inner envelope -1 containing the Techno-Commercial Bid shall be superscribed as

follows. Bidders name, address and contact details are to be provided in the bottom left corner of the envelope.

**“TECHNO-COMMERCIAL BID FOR - ENGAGEMENT OF AGENCY TO PROVIDE PROFESSIONAL MANPOWER AT ODISHA STATE HOUSING BOARD (OSHB)”**

7.15.2 Price Bid:

Bidders shall quote Service/ Administrative & Management Charge. These charges shall be applicable on Monthly Remuneration of the professionals excluding GST – the Monthly Remuneration of professionals shall be fixed at the time of selection of professionals as per the provisions of the Special Conditions of Contract.

The Price Bid shall be submitted in inner envelope-2 and shall be in percentage (%) basis both in word & figure. The Bidder shall quote the rate as per the Price Bid format in **Annexure 4** and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

Monthly Remuneration shall be decided by OSHB.

Note: Statutory payments such as EPF, ESI, bonus, gratuity, retrenchment benefit and annual leave (EL)/ sick leave shall **NOT** be included in the Monthly Remuneration - they shall be paid separately to the Service Provider as per actuals on submission of necessary documentary evidences. These statutory payments shall be made to the professionals only after consultation with OSHB. Service/ Administrative & Management Charge on these Statutory payments shall also be paid by OSHB.

The inner envelope 2 containing the Price Bid shall be superscribed as follows. Bidders name, address and contact details are to be provided in the bottom left corner of the envelope.

**“PRICE BID FOR - ENGAGEMENT OF AGENCY TO PROVIDE PROFESSIONAL MANPOWER AT ODISHA STATE HOUSING BOARD (OSHB)”**

7.16 Material deviation

7.16.1 Material deviations in the bids received shall include, inter alia, the following:

7.16.1.1 The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.

7.16.1.2 The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 7.15.1

7.16.1.3 It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);

7.16.1.4 The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).

7.16.1.5 The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional.

- 7.16.1.6 The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 7.8.
- 7.16.1.7 It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.
- 7.16.2 In case of any nonconformity in the Bid that does not constitute a material deviation, reservation or omission, OSHB may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 7.19.3), to rectify non-material non-conformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OSHB by the date specified therein may result in the rejection of its Bid. OSHB, however, is not bound to waive such non-conformity under this Clause 7.16.2.
- 7.17 Bid preparation cost: 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 OSHB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OSHB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 7.18 Opening of Techno-Commercial Bids: The Bids (Techno-Commercial Bids) shall be opened as per the schedule indicated in Schedule for the Tender.
- 7.19 Evaluation of Techno-Commercial Bids:
- 7.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 7.16), objections, conditionality or reservations.
- 7.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OSHB, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 7.16.
- 7.19.3 If required, OSHB may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder within a maximum time period of 3 (three) working days. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OSHB or submission of any

additional documents, not specifically asked for by OSHB will be allowed and even if submitted, they may not be considered by OSHB.

7.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Clause 6) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 7.15.1.

7.19.5 Only those Techno-Commercial Bids which fulfill the eligibility criteria shall be evaluated further in accordance with the scoring criteria given in Clause 7.19.6 and Technical Marks shall be assigned to each such Bid. Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be responsive bid. Bids which receives Technical Marks of **70 (seventy)** or higher **out of 100** shall be considered to be technically qualified bids.

7.19.6 The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Max score	Documents to be submitted in the Bid
<b>1</b>	<b>Experience of the firm</b>	<b>50</b>	
1A	Number of Years of Experience for supplying manpower <ul style="list-style-type: none"> <li>• 3 Years – 3 Marks</li> <li>• For every additional 1 year, 1 mark shall be awarded, subject to a maximum total 10 marks</li> </ul>	10	<ul style="list-style-type: none"> <li>• Relevant contract and completion certificate issued by the client</li> </ul>
1B	Total number of professionals supplied during the last 3 years in State or Central Government organizations/ PSUs /Private organization <ul style="list-style-type: none"> <li>• 500 professionals – 5 marks</li> <li>• For every additional 100 professionals, 1 mark shall be awarded, subject to a maximum total 15 marks</li> </ul> <p><b>Note:</b></p> <p>a. Applicable 3 (three) years – FY2020-21, FY2021-22 and FY2022-23</p> <p>b. For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 100 crore during any financial year preceding three consecutive Financial Years ending on 31.03.2023</p> <p>c. Professional manpowers shall mean professionals who are Graduate/Post- Graduate (B.E. / B. Tech/ MBA/ PGDM/ MSc/ M-Tech/ CA/ ICWA/ B-Arch/ M-Plan etc.) in relevant disciplines</p>	15	<ul style="list-style-type: none"> <li>• Work order along with completion certificate or Continuation certificate</li> <li>• The bidder shall submit the list of deployed professionals by name and Copy of EPF challan where the name of the deployed professionals should be there or employment certificate of the professionals.</li> </ul>

1C	<p>Number of professional manpower supply contracts in State or Central Government organizations/ PSUs/ Private organization in India of value not less than <b>INR 25.00 Lakh/PA during the last 5 years</b></p> <ul style="list-style-type: none"> <li>• 3 contracts - 10 Marks</li> </ul> <p>For every additional 1 contract 2 mark shall be awarded, subject to a maximum total 20 marks</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Applicable 5 (five) years – FY2018-19, FY2019-20, FY2020-21, FY2021-22 and FY2022-23</li> <li>• For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 100 crore during any financial year preceding five consecutive Financial Years ending on 31.03.2023</li> <li>• Professional manpower shall mean professionals who are Graduate/ Post- Graduate (B.E./ B. Tech/ MBA/ PGDM/ MSc /M-Tech/ CA/ ICWA/ B-Arch/ M-Plan etc.) in relevant disciplines</li> </ul>	20	<ul style="list-style-type: none"> <li>• Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</li> <li>• Completion certificate from their clients/employers, regarding successful completion of the services</li> </ul>
1D	Presence in Odisha State- Office / Branch office in Odisha	5	Copy of GST certification / Trade License / Other supporting documents.
<b>2</b>	<b>Financial Turnover</b>	<b>10</b>	
2A	<p>Average financial turnover of the Bidder during the last 3 (three) financial years</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> INR 50 crore- <b>5marks</b></li> <li><input type="checkbox"/> Additional 1 mark for each additional INR 10 Crore – subject to maximum total <b>10 marks</b>.</li> </ul>	10	<ul style="list-style-type: none"> <li>• Copies of audited financial statements as per I.T return.</li> <li>• In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit provisional statement, certified by its statutory auditor as per I.T return.</li> </ul>
<b>3</b>	<b>Approach and methodology (A&amp;M)</b>	<b>40</b>	
3A	<p>Quality of the presentation – the presentation should contain</p> <ol style="list-style-type: none"> <li>1) Company profile &amp; Differentiating factors</li> <li>2) Manpower deployment modalities</li> <li>3) Plan for providing manpower services as required by OSHB</li> <li>4) Handling issues and compliances</li> <li>5) Technological solutions deployed by agency</li> <li>6) Awards and certifications</li> </ol>	40	<ul style="list-style-type: none"> <li>• The eligible bidders shall be requested to make a detailed presentation on their proposal to OSHB for the purpose.</li> </ul>
	<b>Total Technical Marks</b>	<b>100</b>	

## 7.20 Opening and Evaluation of Price Bids/ Financial Proposal

7.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 7.15.2.

7.20.2 The lowest Price Bid as determined in terms of the paragraph above shall be assigned a Financial Score,  $F_s$  of 100. All the other Price Bids corresponding the techno-commercially acceptable bids shall be assigned a Financial Score,  $F_s$  based on the following formula:

$$F_s = \frac{100 \times \text{Lowest Price Bid received}}{\text{Amount of the Price Bid}}$$

7.21 Preferred Bidder:

For each techno-commercially acceptable bids, the bid with the highest Technical Marks shall be assigned a Technical Score,  $T_s$  of 100.

All the other Technical Marks, corresponding the corresponding the techno-commercially acceptable bids shall be assigned a Technical Score,  $T_s$  based on the following formula:

$$T_s = \frac{100 \times \text{Technical Marks}}{(\text{Highest Technical Marks obtained by any bidder})}$$

Then the Combined Score,  $S$  shall be calculated as follows:

$$S = T_s \times 70\% + F_s \times 30\%$$

The Bidder who achieves the highest Combined Score shall be the Preferred Bidder.

OSHB reserves the right to negotiate the price with the Preferred Bidder before issue of the "Initial LoA". The Preferred Bidder shall have to acknowledge and accept the "Initial LoA" by returning a signed copy of the "Initial LoA" within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security, failing which the issued "Initial LoA" may be cancelled. In such a case, OSHB reserves the right to approach the technically qualified Bidder(s) who has the next highest Combined Score,  $S$ . In case the Price Bid of such Bidder is higher than the Price Bid of the original Preferred Bidder, and OSHB may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder and on acceptance of the same, issue a fresh "Initial LoA" to such Bidder and proceed with such Bidder in terms of this Clause 7.21.

7.22 Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LoA, the Agreement shall be signed by the Preferred Bidder, failing which the Bid Security shall be forfeited by OSHB. In such a case, OSHB reserves the right to approach the technically qualified Bidder(s) who has scored the next highest Combined Score,  $S$ . In case

the Price Bid of such Bidder is higher than the Price Bid of the original Preferred Bidder, OSHB may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 7.22. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OSHB shall issue Service Order(s) to the Successful Bidder.

**7.23 Performance Security:** The amount of the Performance Security is indicated in the Data Sheet.

The Performance Security shall remain valid for 15 (fifteen) months for each contractual year from the start of each year. The performance security shall be recalculated after issuance of work order for the first year and shall be revised in subsequent years. The Performance Security amount shall be as follows:

- a) 5% x {Annual remuneration of professionals and service/ administrative & management Charge (excluding taxes) to be paid to the Service Provider} subject to minimum of Rs. 1.00 Lakhs;
- b) The amount deposited as bid security by the selected bidder shall be converted as Performance Security.
- c) The performance security amount over and above to the minimum amount of Rs. 1.00 lakhs to be payable by the agency in shape of demand draft to OSHB.

The Final Performance Security shall be released after a period of 3 (months) post completion of the contract period, as evidenced by issue of completion certificate by OSHB designated officer/ key contact. Also, the service provider shall submit a No-claim Certificate to OSHB stating that the service provider shall have no other claim against the Agreement, other than the Performance Security.

**7.24** The Successful Bidder shall submit the Indemnity Bond in the Format as at Annexure-10 at the time of execution of agreement.

## 8. Additional Instructions to Bidders

### 8.1 Pre-bid meeting:

A pre-bid meeting shall be organized by OSHB; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OSHB by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting.

However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum



of two numbers of officials/ representatives may attend the pre bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

## Annexure 1: General Conditions of Contract-Services

### 1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the service provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the OSHB;
- 1.4. "Service provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by OSHB) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the service provider has agreed to supply under Service Order / Agreement;

### 2. Scope of Services

- 2.1. Scope of Services/Work shall be as defined in the Special Conditions of Contract and Annexure thereto.

### 3. Instructions, Direction & Correspondence

- A) All instructions and orders to service provider shall, excepting what is herein provided, be given by OSHB.
- B) All the work shall be carried out under the direction of and to the satisfaction of OSHB.

- C) All communications including technical/commercial clarifications and/or comments shall be addressed to OSHB shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to OSHB.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, and bills of lading (as applicable), etc.

#### **4. Service Order / Agreement Obligations**

- 4.1. If after award of the “Initial LoA”, the service provider does not acknowledge the receipt of award within the prescribed time limit (as the case maybe), the OSHB reserves the right to cancel the “Initial LoA”
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the service provider’s bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

#### **5. Modification in Service Order / Agreement**

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by OSHB by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. OSHB shall not be bound by any printed conditions or provisions in the service provider’s Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

#### **6. Use of Service Order / Agreement Documents & Information**

- 6.1. The service provider shall not, without OSHB's prior written consent, disclose any information furnished by or on behalf of the OSHB in connection therewith, to any person other than a person employed by the Serviceprovider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service provider shall not, without OSHB's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

## **7. Patent Rights, Liability & Compliance of Regulations**

- 7.1. Service provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against OSHB based on any such alleged patent infringement and to pay all costs, expenses and damages which OSHB may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The service provider shall indemnify OSHB against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the service provider.
- 7.3. Service provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OSHB from any claims/penalties arising out of any infringements.

## **8. Performance Security**

- 8.1. The service provider shall furnish Performance Security as per the terms and conditions provided in the Request for Proposal.
- 8.2. The Performance Security shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:
  - If the service provider fails to undertake the work after execution of agreement, or
  - If the service provider abandons the work before its completion, or during its extended period
  - If the work performed by the service provider is not as per the Agreement, or
  - On breach of Service Order / Agreement by the service provider.

- 8.3. The proceeds of Performance Security shall be forfeited and appropriated by the OSHB as compensation for any loss resulting from the Service provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the OSHB may be entitled to as per terms and conditions of Service Order / Agreement.
- 8.4. Performance Security shall be extended by the service provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OSHB's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

## **9. Delivery of Services**

- 9.1. Delivery of the Services shall be made by the service provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery of services are binding and essential and consequently, no delay is allowed without the written approval of OSHB. Any request concerning delay will be null and void unless accepted by OSHB.

## **10. Terms of Payment**

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the service provider after deducting TDS a statutory deduction as per applicable rate.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by OSHB.
- 10.6. Defective bills shall be returned to the Service provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

## **11. Subcontracting /out-sourcing/ sub-letting/ Assignment**

- 11.1. The service provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OSHB side for the services for which such subletting is sought. However, the OSHB management reserves the full right to refuse any such approval to the service provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the service provider from any obligation, duty or responsibility under the Service Order / Agreement.

## **12. Cancellation of Service Order / Agreement**

- 12.1. If the service provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, OSHB shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other service provider at the risk and cost of the said service provider after giving 30 days' notice to the service provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated if:

- i) There is a force-majeure situation,
- ii) Service provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between OSHB & service provider during the Service Order / Agreement execution,
- iv) The service provider defaults in proceeding with the work as per the terms and conditions, stipulated in the ServiceOrder / Agreement,
- v) The service provider or firm or any of the partner represented by the service provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The service provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the OSHB,
- vii) The service provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the service provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise

provided in any provisions of the agreement expressly limiting the liability of the service provider, shall not relieve the service provider of any obligations or liability for loss or damage to OSHB arising out of or caused by acts or omissions of the service provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OSHB reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OSHB reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OSHB for the non-performance by the service provider. OSHB may also impose further penalties on the service provider such as banning/blacklisting for a specific period of time. In all such cases, the decision of OSHB shall be final. This notice shall be in accordance with Clause 12.1

### **13. Right to risk for procurement / rendering of services**

If the service provider fails to fulfill the terms and conditions of the Service Order / Agreement, OSHB shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the service provider all charges/expenses/losses/damages which may be suffered by OSHB, at the risk and cost of the service provider, after giving 15 (fifteen) days of notice to the service provider. This will be without prejudice to the rights of OSHB for any other action including termination of the Service Order / Agreement.

### **14. Force Majeure**

- 14.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:
  - A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
  - B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.
- 14.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.
- 14.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to

perform the same on account of such Force Majeure Event.

- 14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the RFP, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

## **15. Dispute Resolution**

- 15.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between OSHB and the service provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the service provider and OSHB within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute.
- 15.2. In case of any Dispute or difference arising out of or in relation to or connected with the agreement between the Service provider & OSHB, which is not resolved amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Managing Director, OSHB and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

Arbitration proceedings shall be held in Bhubaneswar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English

- 15.3. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Civil Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

## **16. Governing Language**

The Service Order / Agreement shall be written in English language as specified by the OSHB in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.



## **17. Notices**

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **18. Permits & Certificates**

- 18.1. Service provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service provider further agrees to hold OSHB harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

## **19. General**

- 19.1. The Service provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

- 19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

- 19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to the OSHB owing to the Service provider's failure to adhere to any of the instructions given by the OSHB in connection with the contract execution shall be recoverable from him.

- 19.4. Recovery of sums due

All costs, damages or expenses which the OSHB may have paid, for which under the Service Order / Agreement, the Service provider is liable, may be recovered by the OSHB (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to the OSHB, on demand, the balance amount.

## **20. Liability and Indemnity**

- 20.1. Service provider shall indemnify, defend and hold OSHB harmless against:
- a) any and all third party claims, actions, suits or proceedings against OSHB, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the service provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order/ Agreement, or breach of statutory duty on the part of OSHB, its suppliers and Service Providers, employees, servants or agents; and
  - b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OSHB from third party claims arising by reason of breach by the service provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OSHB, its suppliers or Service Providers, employees, servants or agents or any of their representations; and
- 20.2. OSHB remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OSHB by the service provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

## **21. Publicity & Advertising**

Service provider shall not without the written permission of OSHB make a reference to OSHB or any Company affiliated with OSHB or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

## **22. Blacklisting**

Blacklisting of a business concern/entity may be resorted to in following cases:-

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return the OSHB's dues without

- adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/ Central PSU/ State PSU.
  - vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OSHB has received notice from the concerned department of Central / State Govt.
  - vii) If violation of important conditions of the contract/agreement.
  - viii) If submission of false/fabricated/forged documents for consideration of a tender

## **23. Insurance**

- 23.1. The Service Provider will obtain an insurance policy for all manpower deployed by him. The insurance cover in favour of the employer shall be from the start date to the end of contract period.
- Insurance shall cover the following:
- I. Personal Insurance (Injury and Death) for at least INR 3,00,000 (Three Lakh only) for each deployed professional
  - II. Medical Insurance for at least INR 2,00,000 (Two Lakh only) for each deployed professional
- 23.2. Copy of the policies and certificates for insurance shall be delivered by the service provider to the nodal officer or his nominee for verification and record within a time period of 1 (one) month from the date of deployment of the concerned professional.

## **24. Statutory and Legal requirements**

- 24.1. The service provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.
- 24.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.
- 24.3. The service provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OSHB. The service provider has to maintain close liaison and cordial relations with the local people and the unions.

**25. Compliances to policies and standards adopted or to be adopted by OSHB**

The service provider shall abide by and ensure compliance with the policies and standards adopted or to be adopted by OSHB

**26. Safety**

- 26.1. OSHB may from time to time audit the safety practices adopted by the service provider and the service provider shall comply with the recommendations/ directions made by OSHB as a result of such audit.
- 26.2. During the course of the contract period, if any accident occurs whether major or minor in which the service provider or its employees are involved or are responsible, the service provider shall immediately inform OSHB without any delay.
- 26.3. The service provider shall indemnify OSHB from any liability falling on OSHB due to any accident, whether minor or major, or by any act of commission/omission by the service provider or by its representatives or by its employees. If OSHB is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OSHB by the service provider as if OSHB has paid on their behalf. The same shall be adjusted from the invoices payable by OSHB to the service provider, if not paid within a period of 30 (thirty) days of such payment being made by OSHB.

## Annexure 2: Special Conditions of Contract

### 1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

### 2. Scope of work

2.1. Odisha State Housing Board intends to select an agency having experience in providing professional manpower in various streams. The contract period shall be as per the provisions of Clause 5 of Special Conditions of Contract.

2.2. During the contract period, OSHB shall send Job Descriptions (via. Letter /email/post, etc.) to the Service Provider as and when there is any requirement for deployment of professional manpower in various stream/department mentioning the job-requirement, qualification and duration of engagement of specific resources. The Job Description shall specify the following:

2.2.1. Module/stream/department and locations where professionals are needed to be deployed

The module/stream/department where requirement for deployment of professional manpower may come up with OSHB are as follows:

- i) Engineering
- ii) Finance
- iii) Administration
- iv) Legal
- v) Information Technology / Communication
- vi) Other Administration and technical works

The above list is illustrative; OSHB may ask professionals for other departments /professional area that are not mentioned in the above list. The professional manpower shall be deployed at OSHB head office / OSHB Branch offices across Odisha / Projects locations across Odisha (as per direction of OSHB).

2.2.2. Duration of engagement

The duration for which a professional(s) may be engaged is approximately 1 (one) year and may increase / decreased based on OSHBs requirement.

- 2.2.3. Key Responsibility Areas (KRAs)
  - a) The Job Description shall specify the Key Responsibility Areas (KRAs) and other requirements as deemed fit by OSHB.
- 2.2.4. Academic Qualification for required Professionals
  - a) At the time of requisition, OSHB shall mention the requisite qualification, experience requirement in the Job Description.
- 2.2.5. Professional Experience of required Professionals
  - a) OSHB shall share the requisite experience requirement to the Service Provider
- 2.2.6. A sample Job Description has been enclosed in Appendix - 1.
- 2.2.7. The initial tentative requirement of professional manpower has been enclosed in Appendix - 3. The actual initial requirement may increase or decrease. Also going forward during the Contract Period, OSHB may seek engagement of more number of professionals
- 2.3. Additional terms & conditions
  - 2.3.1. The proposed professionals by the Service Provider should be physically fit .
  - 2.3.2. The professionals proposed for deployment in OSHB, if selected, must be enrolled in the payroll of the Service Provider before deployment.
  - 2.3.3. Subletting: The agency is not allowed to subcontract, outsource, sub-let to any third party.

### **3. Selection Procedure of professional**

- 3.1. As mentioned in Clause 2.2 of Special Conditions of Contract, OSHB shall send Job Descriptions (via. email/post, etc.) to the Service Provider stating OSHB's requirement.
- 3.2. The Service Provider shall submit the CV of the candidates in respect of the required professional within 7 (seven) days from the date of issuing of such Job Descriptions.
- 3.3. For each of the proposed professional, the Service Provider shall propose a minimum of 3 (three) candidates and hence provide at least 3 (three) CVs.

*(Only in exceptional cases, due to non-availability of suitable job profiles, OSHB, in its sole discretion, may go ahead with selection procedure by considering CVs of less than 3 (three) candidates)*

For each candidate, the Service Provider shall submit the following:

- A) CV of the candidate in the format provided in Appendix – 2.
- B) Documents in support of qualification, age, experience, technical competencies,

- market value & other criteria as shall be deemed fit/proper
- C) Copies of last pay slip issued by the employer
  - D) Copies of the latest Form-16 (under Income Tax Act).
- 3.4. OSHB shall evaluate the candidates based on qualification, age, post qualification experience, area of specialization, etc.
  - 3.5. OSHB may shortlist from the list of proposed candidates. OSHB, in its own discretion, shall carry out the entire shortlisting process. OSHB reserves the right to shortlist or reject any or all CVs without assigning any reason thereof. OSHB also reserves the right to ask the Service Provider to submit CVs of more number of candidates.
  - 3.6. The shortlisted professionals may be called for an interaction. The mode of interaction shall be intimated to the Service Provider.
  - 3.7. OSHB will finalise the list of selected candidates in respect of each post.
  - 3.8. OSHB shall also finalize their respective Monthly Remuneration based on qualification, relevant experience, last salary drawn, market value and other competencies required for the given role. If there is a break in service at the time of selection, determination of Monthly Remuneration will be at the discretion of OSHB.

#### **4. Post finalization of selected candidates**

##### **4.1. Issue of LoA and Service Order:**

- A) The Letter of Award (LoA) containing the Monthly Remuneration of professionals and Service/ Administrative & Management charges shall be sent to the Service Provider.
- B) The LoA shall also contain the details of Statutory payments that will be provided to the professionals – This shall be finalized by OSHB in consultation with the Service Provider.
- C) The Service Provider shall have to acknowledge and accept the LoA by returning assigned copy of the LoA within a period of 7 (seven) days of issue thereof, failing which the issued LoA may be cancelled and the Performance Security of the Service Provider may be forfeited by OSHB.
- D) Post receipt of acknowledgement, OSHB shall issue Service Order(s) to the Service Provider.

##### **4.2. Deployment:**

The Service Provider shall be given a time period of 30 (thirty) days (“**Mobilization Period**”) from the date of issue of the LoA, towards mobilization of professional and start of work. In exceptional circumstances, the Mobilization Period and the start of work may be modified/changed at the sole discretion of OSHB.

#### **5. Contract Period**

- 5.1. The selected Service Provider shall carry out the Scope of Work as per General Conditions of Contract and Special Conditions of Contract for a total period of **5 (five) years** (“Contract Period”) which may be **extended by another 5 (five) years** on year to year basis at the sole discretion of OSHB, subject to annual assessment of the performance.
- 5.2. The Contract Period shall commence from the date of signing of the Agreement (the “Commencement Date”).
- 5.3. OSHB shall review the operational performance of the Service Provider after each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, OSHB will issue a letter to the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by OSHB, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.
- 5.4. If the selected Service Provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited.
- 5.5. At any point of time or at the end of any year, OSHB can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of OSHB.
- 5.6. The Contract Period may be extended for another Five (5) years on year to year basis at the sole discretion of OSHB based on annual assessment of the performance on the same terms & conditions.

## **6. Working protocol**

- 6.1. The deployed resources shall be required to:
  - A) Work in close conjunction with Section / Division/stream in-charge
  - B) The resource shall report to concerned sectional head of OSHB.
  - C) Report to office as per the working hour as scheduled in OSHB office where deployed.
  - D) Adhere to working & holiday calendar followed by OSHB office
  - E) Seek prior approval from Section / Division /stream in-charge before availing any planned leave.
  - F) The deployed resource shall follow the rule, regulation and working protocol of OSHB
  - G) The deployed resource shall not disclose any information, document in the form of soft & hard copy to anyone without written permission from the concerned sectional head

## **7. Replacement of engaged professionals**

- 7.1. The replacement of the proposed professionals by the agency shall not be normally allowed except in the case of resignation, medical incapacity or demise of such professionals or any other extraneous circumstances beyond the reasonable control of



the agency. Such replacement shall be subject to availability of professionals of equivalent or better qualifications and experience.

However, OSHB in its own discretion, may ask for replacement of professional in case the professional is not performing to the satisfaction of OSHB.

7.2. Any replacement of professionals shall be with the written approval of the Nodal Officer from OSHB. However, the OSHB management reserves the right to refuse any such approval without being bound to provide any reason or rationale for such decision.

7.3. In case of separation of the employee the agency shall communicate in writing to the nodal officer of OSHB at least before 30 (thirty) days.

- a. The agency shall have to provide at least 3 CVs (suitable replacement of equivalent or better qualifications and experience) within a period of 7 days.
- b. Once the professional is selected, the same shall be communicated to the agency, and they have to mobilize the selected professional within a period of 15 days of such intimation.

However, OSHB, at its own discretion, may also extend the Mobilization Period on a case to case basis.

7.4. In case where OSHB desires for the replacement of any deployed professional due to non-performance or any other reason, the nodal officer of OSHB shall inform the same in writing to the agency

- a. The agency shall have to provide at least 3 CVs (suitable replacement of equivalent or better qualifications and experience) within a period of 7 days.
- b. Once the professional is selected, the same shall be communicated to the agency, and they have to mobilize the selected professional within a period of 15 days of such intimation.

However, OSHB, at its own discretion, may also extend the Mobilization Period on a case to case basis

7.5. Upon the agency failing to deploy professional within the Mobilization Period, liquidated damage shall be imposed an amount equivalent @ 1% of the value of the annual Remuneration of the concerned professional (excluding taxes) of delayed portion per week or part thereof subject to a maximum of 5% of the annual Remuneration of the concerned professional excluding Taxes. When the maximum limit of deduction is reached, OSHB at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

## **8. Additional Terms & Conditions**

### **8.1. Manpower Deployment**

- 8.1.1. In respect of all manpower deployed by the service provider for the delivery of services to OSHB, the service provider shall comply with all legislations and rules of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.
- 8.1.2. The Service Provider shall conduct background check of each and every professional that are deployed in OSHB. Background check shall be however be limited to the verification of employment check, reference check, identity check (PAN No. AADHAR no. etc.) and educational qualification only.
- 8.1.3. All details, background checks, attendance sheets, reports, other documents prepared by the Agency for the OSHB under this Contract shall become and remain the property of the OSHB, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to OSHB, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from OSHB and OSHB reserves right to grant or deny any such request.
- 8.1.4. The professional selected for deployment shall submit a notarized affidavit to OSHB through the agency as per format attached at Annexure 9
- 8.1.5. The service provider is required to obtain a Labor License from the appropriate authority (as per applicable norms) for the persons so deployed by the bidder as provided under the prevailing contract labor(R&A)Act .

## **8.2. Statutory Laws**

- 8.2.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the service provider. In case of failure to do so, OSHB may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the service provider and/or take such action as deemed fit at its risk and cost
- 8.2.2. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, OSHB shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.
- 8.2.3. The service provider shall abide by the decision / recommendation /award of the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and

produce them before the OSHB and other authorities as and when required under any applicable laws

- 8.2.4. The service provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. OSHB will not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in OSHB.
- 8.2.5. All the statutory liabilities and obligations should be taken into account while quoting of rate by the service provider and payment to its workers to be made accordingly.
- 8.2.6. There will be no relationship of Employer – Employee between the OSHB and man-power engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to the OSHB.
- 8.2.7. In case a female employee of the Service Provider has been deployed in OSHB for a period entitling her to Maternity Leave under the relevant statutes, then demand of the Service Provider for reimbursement of statutory payment of remuneration for the period of maternity leave shall be accepted for payment. However, no Service/ Administrative & Management charges shall be payable to the Service Provider for such reimbursement of payment for maternity leave, sanctioned by them. In case OSHB desires a suitable replacement of such professional, the agency has to provide the same as per the terms and conditions as mentioned in this tender.

### **8.3. Accommodation**

- 8.3.1. No accommodation shall be provided by OSHB to the manpower deployed or any reimbursement shall be paid to this effect.

### **8.4. Other terms and conditions**

- 8.4.1. The service provider's personnel shall be used for providing work / services as specified by OSHB in this tender. In case the personnel of the service provider deployed at OSHB is found engaged in doing any work other than the above or found not capable / useful, the service provider shall withdraw him/her from service and arrange for replacement within 7 days of time at their own cost. Misconduct by the manpower deployed by the service provider shall be replaced with suitable candidate
- 8.4.2. The service provider shall be responsible for any physical damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at the premises of OSHB. All equipment shall be used only for the purpose of carrying out legitimate business of OSHB and shall not be put in any other use
- 8.4.3. The manpower deployed by the service provider shall maintain office decorum. They shall be courteous, polite and cooperative and able to help the personnel of OSHB and resolve

their problems. The service provider shall verify the character antecedents before providing CVs of professionals and deploying any person at OSHB premises. Personnel deployed by the Service Provider will have no criminal antecedents; same will be verified and certified by the service provider

- 8.4.4. OSHB reserves the right to deduct amount from the Performance Security as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of OSHB will be final in this regard.
- 8.4.5. Medical or any other allowances to the professional deployed will not be borne by OSHB. It will be the responsibility of the service provider.
- 8.4.6. The service provider shall keep the present and permanent address with contact details, educational and technical qualification details, specimen signature, and two passport size photographs of the persons deployed in OSHB and furnish the details/information to OSHB, as and when required.
- 8.4.7. The manpower deployed will be entitled to avail Gazetted holidays of the Government of Odisha and 12 (twelve) days of casual leave on annual basis. Any other leave will be treated as un-paid and in case of absence from the duty, the payable remuneration will be appropriated accordingly. Any such casual leave can be availed by the professional with prior approval from the concerned key contact in OSHB.
- 8.4.8. Availing of any of the above leaves, without prior approval shall be treated as unauthorized and the payable remuneration will be appropriated accordingly.

## **9. Payment terms:**

- 9.1. The Monthly Remuneration of professionals shall be fixed by OSHB as provided in Clause 3.8 of Special Conditions of Contract .
- 9.2. The Monthly Remuneration as fixed shall be paid by the Service Provider through bank credit by 7th of the succeeding month.
- 9.3. The Service Provider shall deposit monthly EPF and ESI dues in respect of professionals deployed in OSHB with appropriate authority within stipulated period.
- 9.4. The Service Provider shall submit Tax invoice in original as per service order which shall be certified by the concerned nodal officer towards performance of the agency
- 9.5. Tax invoice chargeable to the OSHB containing the Monthly Remuneration as per the service order/LoA issued. The statutory dues (i.e EPF, ESI, bonus, gratuity and annual leave wages (EL)) deposited shall be reimbursed including its Service/ Administrative & Management charges of agency after every month of services rendered on submission of necessary documentary evidence.
- 9.6. The Service Provider has to submit adequate documentary proof of payment of Monthly

Remuneration through bank along with documentary proof of EPF, ESI deposit and other statutory payments, attendance data of the concerned professional which will be certified by concerned officer in-charge of OSHB, based on which invoice will be raised by the Service Provider failing which they may be processed by OSHB only in the next month. The payment will be made subsequently based on the invoice data.

- 9.7. The Service Provider will submit the invoice in duplicate to OSHB every month along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:
- A) Submission of attendance records, counter- signed by OSHB's designated officer, as a mark of acceptance/ verification
  - B) Submission of invoices
    - a. To be stamped and signed by the authorized signatory of the service provider
    - b. Pre-receipted and affixed with a revenue stamp
  - C) All invoices and documents (in hard copy) shall be certified and counter signed by OSHB's designated module in-charge and/or nodal officer and also self- certified by the authorized officer of the service provider.
  - D) Bank statement as proof of payment of salary/ remuneration to the professionals deployed at OSHB
  - E) Proof of payment statutory dues – EPF, ESI bonus, gratuity and annual leave wages (EL) - if any paid.
  - F) Monthly return submitted to the RPFO & other statutory authorities relating to the preceding month.
  - G) TDS on GST shall be deducted from the bill by OSHB.
- 9.8. Monthly payments (unit-wise) will be released at OSHB on the certification of concerned officer in-charges / Division Head /Nodal Officer (as the case maybe) that the Service Provider has complied with all the statutory or obligatory or both provisions in respect of the professionals deployed by the Service Provider.
- 9.9. The Service Provider is responsible relating to the payment of gratuity, bonus, leave salary, compensation under Workmen Compensation Act in respect of their professionals deployed at OSHB.
- 9.10. TDS under IT Act. , GST Act. and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act & Rules as applicable
- 9.11. The payments shall be made directly to the bank account of the agency.

## **10. Price Revision**

- 10.1.1. Service/ Administrative & Management charges as percentage of Monthly Remuneration of the professionals excluding GST: There shall be no revision in the percentage throughout the Contract Period.
- 10.1.2. Monthly Remuneration of professionals: In case of engagement of professionals for more than 12 (twelve) months, the Monthly Remuneration of such professionals shall be enhanced at the rate of 10% (ten per cent) per annum.

## **11. Penalty / Liquidated Damages**

### **11.1. Delay in Deployment of Professionals**

- 11.1.1. If the Service Provider fails to deploy professional within the Mobilization Period as per Clause 4.2 ) of Special Conditions of Contract, unless such failure is due to force majeure situation or due to OSHB's default, liquidated damage shall be imposed an amount equivalent @1% of the value of the service order (excluding Taxes) of delayed portion per week or part thereof subject to maximum @5% of the total ordered value excluding Taxes.

### **11.2. In case of any loss/theft**

- 11.2.1. In case of any loss/theft, concerned officer of OSHB will consider the circumstances leading to the loss/theft and submit a report to the concerned officer /Nodal Officer of OSHB and for fixing responsibility and if the responsibility is fixed upon the Manpower deployed / Service Provider , the Service Provider shall make good the loss within the period specified by OSHB or else deduction of the cost shall be made from the following month's invoice.
- 11.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 5% of the total annual contract value. When the maximum limit of deduction is reached, OSHB at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.
- 11.4. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by OSHB.

## **12. Limitation of Liability**

- 12.1. The Liability of the Service Provider during the Contract period, in any case shall not be beyond the amount payable to the Service Provider under the provisions of this RFP.

## **13. Taxes & Duties**

### **13.1. Indirect Taxes**

- A) The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OSHB subject to submission of documentary evidence to the satisfaction of OSHB.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by OSHB on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
  - i) The service provider should have registration under GST Acts
  - ii) The service provider has to raise Invoice as required under the GST Act and relevant Rules made there under.
  - iii) The service provider should file the GST Returns as required in the GST Acts.
  - iv) If due to any reason attributable to the service provider, Input credit of the GST amount paid on Invoices raised by the service provider is not available to OSHB/denied by the dept. then the same will be recovered from the payments of the service provider or the service provider has to deposit an equivalent amount.
  - v) The service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
  - vi) The service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
  - vii) The service provider hereby undertakes to indemnify OSHB, from any liabilities arising in future due to noncompliance by the service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the service provider in relation to the job assigned to the service provider by OSHB.

### **13.2. Direct Taxes**

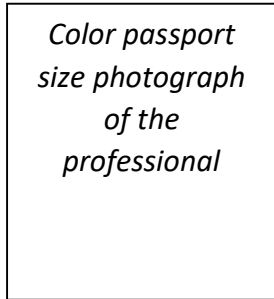
TDS as applicable shall be deducted under Income Tax Act, 1961 and certificate of deduction shall be provided by OSHB to the Service provider in accordance with the provisions of Income Tax Act, 1961.

Appendix – 1: Sample Job Description – to be provided by OSHB

<b>JOB DESCRIPTION</b>			
<b>Title</b>	Contract & Procurement Management Executive		
<b>Location</b>	OSHB, Bhubaneswar	<b>Engagement Period</b>	(MM/YYYY to MM/YYY)
<b>Job Purpose</b>	This role is responsible for supporting the CMC manager in the functioning of the CMC including as preparation and release of tender documents, contracts, assisting in contract signing, commercial monitoring of contracts and overall vendor data management		
<b>Key Responsibilities Areas (KRAs) and Key Performance Indicators (KPIs)</b>			
#	Area of work	KRAs	
1	Operational	Perform the activities related to assessing of proposals from various ROs / different sections in HO	
2	Operational	Responsible for the day to day activities involved in vendor databasemanagement process and keeping the database updated	
3	Operational	Responsible for the day to day activities in execution of the overall contract signing process	
4	Operational	Responsible for the day to day activities in the preparation of the Tender and Draft agreement	
5	Operational	Responsible for day to day activities involved in monitoring and renewal of contracts	
6	Operational	Perform the procurement related associated activities in the SAP Module	
<b>Desired Educational/ Professional Qualification and Experience</b>			
<b>Academics</b>		<b>Experience</b>	
Bachelor of Engineering Mechanical/Electrical/Civil from an AICTE recognized institute		15 years of experience in procurement of goods and services, particularly in the area of Contract Management	
MBA from an UGC recognized institute			
S. No.	<b>Key Skills</b>		
1	Working knowledge of drafting contracts and contractual terms & conditions and contract management and monitoring		
2	Excellent written communication skills - English		
3	Well versed with the Procurement guidelines of the state		
4	Excellent negotiation skills - Hindi, English and Odia		



Appendix – 2: Format for Submission of Curriculum Vitae (CV)



*Color passport  
size photograph  
of the  
professional*

<Name of the expert/ professional>

Summary:			
<Summary of the experience, qualifications and other credentials of the expert/ professional>			
1. Proposed Position:			
2. Name of Firm:			
3. Name of Expert:			
4. Date of Birth:		Citizenship:	
5. Education:			
College/ University Attended		Degree/ Certificate	Date Obtained
6. Membership of Professional Associations:			
7. Other Training:			
8. Languages:			
9. Employment Record:			
From (Year)	To (Year)	Employer	Positions held

**10. List all task to be performed under this project and corresponding experience of the expert/ professional:**

Task Assigned	Experience

**11. Certification:**

- I. I, the undersigned, certify to the best of my knowledge and belief that:
- II. This CV correctly describes my qualifications and my experience.
- III. I am not currently employed by OSHB.
- IV. In the absence of medical incapacity, I will undertake this assignment for the duration provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.
- V. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project
- VI. I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.
- VII. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

**Date:**

**To be signed by both the professional/ expert as well the authorized signatory of the Bidder**

### Appendix – 3: Professional Manpower Requirement – Initial Tentative List

Department / Positions	Jr. / Sr	No. of professionals required
<b>Specialist with minimum 10 Years of Experience</b>		
Engineer : Asst. Executive Engineer (Civil) - (Degree in Civil Engg.)	Sr.	4
Engineer : Asst. Executive Engineer (PH) (Degree in Civil Engg.)	Sr.	2
Engineer : Asst. Executive Engineer (Electrical) (Degree in Electrical Engg.)	Sr.	2
Legal Consultant	Sr.	1
<b>Senior Resource with minimum 5 Years of Experience</b>		
Finance / Auditor & Audit Officer: B.Com with Inter CA / Cost Accountants / M.com	Sr.	1
Accounts Officer: M.Com / C.A/ Cost Accountant,	Sr.	1
Divisional Accountant: M.Com / B.Com with Inter CA / Cost accountants / Final CA.	Sr.	3
Junior Engineer : Electrical (Degree / Diploma)	Sr.	2
Junior Engineer : Civil- PH (Degree / Diploma)	Sr.	2
Junior Engineer : Civil (Degree / Diploma)	Sr.	4
Electrician	Sr.	1
Amin	Sr.	1
Revenue Inspector	Sr.	1
Clerical / Office Asst.	Sr.	5
<b>Junior Resource with minimum 3 Years of Experience</b>		
Clerical / Office Asst. / Cashier	Sr.	5
Data Entry Operator	Jr.	10
Front Desk Executives / Receptionist	Jr.	1
Social Media Expert	Jr.	1
Amin / surveyor / field survey staff	Jr.	1
Lift Operator / Pump Operator / Plumber / Electrician	Jr.	1

## Annexure 2A: Proforma of the Agreement to be Signed between OSHB and the Service Provider

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] day of the month of [month], [year].

BETWEEN

**ODISHA STATE HOUSING BOARD (OSHB)**, a statutory authority constituted by the Government of Odisha under the Odisha Development Authorities Act, 1982 (Act 14 of 1982), having its principal place business at Sachivalay Marg, Kharvela Nagar, Bhubaneswar – 751001 represented through its Secretary (hereinafter referred to as “OSHB”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the service provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to OSHB through their bid(s), against RFP No. [•] dated [•] (hereinafter called the “Tender”) for the Engagement of agency to provide professional manpower at OSHB ;
- ii) on the basis of the said Tender, OSHB has adjudged the service provider as the service provider and issued Initial Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the service provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the service provider is being selected to provide the required services for a period of [•] years on the terms and conditions set forth in this contract;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the service provider and OSHB shall be as set forth in this contract, in particular:

- (a) The service provider shall provide out the services in accordance with the provisions of this contract; and
- (b) OSHB shall make payments to the service provider in accordance with the provisions of this contract.

1. Conditions of Contract

- (a) Contract Period: The Contract Period for the Service Provider shall be for a total period of 5 (five) years
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (d) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (e) All the terms and conditions as per the RFP No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Odisha State Housing Board  
 (Authorized Representative)  
 Name:  
 Designation:  
 Odisha State Housing Board  
 Sachivalay Marg, Kharvela Nagar,  
 Bhubaneswar – 751001

For and on behalf of M/s.  
 (Authorized Signatory)  
 Name:  
 Designation:  
 Name of the service provider:  
 Address:

In presence of the following witnesses

Name:  
 Designation:  
 Odisha State Housing Board  
 Sachivalay Marg, Kharvela Nagar,  
 Bhubaneswar – 751001

Name:  
 Designation:  
 Name of the service provider:  
 Address:

### Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known 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 tender against the RFP no. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ published by the **Odisha State Housing Board** for the “Engagement of agency to provide professional manpower at OSHB”, including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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

Witnesses

.....  
(Signature, name, designation and address)

1.

2.

Accepted

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

## Annexure 4: Price Bid Format/ Financial Proposal

**FROM**

(NAME OF THE FIRM)

**TO**

**The Secretary,**

**Odisha State Housing Board**

Sachivalay Marg, Kharvela Nagar,

Bhubaneswar – 751001, Odisha

**Subject:** Engagement of Agency to provide Professional Manpower at Odisha State Housing Board

Sir,

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is here as under:

Sl. No.	Item Description	Quantity	Units	Service Charge as % of the CTC
1	2	3	4	5
1	<b>Description</b>			
1	Service/ Administrative & Management charge as % of monthly remuneration of professionals excluding GST to be deployed by the agency	1.000	Nos	
	<b>Total in Figures ( _____ )</b>			

This amount is exclusive of the Goods & Service Taxes but inclusive of all other taxes & duties, levies, cess etc..

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Managing Director/Head of the firm/  
Authorised Representative of the firm \*  
Name of the firm Address

Note:

- I) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- II) Service/ Administrative & Management charge quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), and any other cost that the Bidder envisages except for the reimbursements that OSHB shall provide as clearly mentioned in the tender document.

Signature of the Bidder with seal



Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: \_\_\_\_\_

Sub: Tender No. \_\_\_\_\_

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm \_\_\_\_\_ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

## Annexure 6: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Clause 6 and Clause 7.15.1)		
2	Incorporation related documents (Refer Clause 6.3.1 and 7.15.1)		
3	Tax related documents (Refer Clause 6.3.2 and Clause 7.15.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of Bid Security		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
10	Other Documents towards fulfillment of Eligibility Criteria as per Chapter 6		
11	Documents towards fulfillment of Technical Scoring criteria as per Clause 7.19.6		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 8: Format for Performance Security  
*(Not Applicable)*  
*Deleted*

Annexure 9: Affidavit of No Criminal Record

*(To be submitted by the deployed professional through the agency)*

I, \_\_\_\_\_, Son/ Daughter of \_\_\_\_\_, residing (full address) \_\_\_\_\_ do hereby declare that no legal and/or criminal case is pending against me before any court/investigating agencies, as on date.

I further inform that I have never been found guilty/convicted of any legal offense and/or crime by any court of law in the past.

I declare that the above information given by me is true to the best of my knowledge.

In case the above information furnished by me is found to be false, OSHB has the liberty to take appropriate action as deemed fit without assigning any further reason/ intimation.

This affidavit is required to be submitted by me to OSHB through the agency at the time of deployment.

Date: \_\_\_\_\_

Signature of Candidate: \_\_\_\_\_

Place: \_\_\_\_\_

Name of Candidate: \_\_\_\_\_

## Annexure 10: Indemnity Bond

(To be furnished in Stamp paper as per Stamp Act)

(Stamp Paper should be purchased in the name of the Service Provider)

This deed of Indemnity executed by.....hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Odisha State Housing Board, Bhubaneswar, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a service order For the supply of\_\_\_\_\_ on terms and conditions set out inter alia in the Service Order No..... valued at Rs.....(Rupees only)

And Whereas, it is required under the above mentioned service order to provide an Indemnity bond to the indemnified to safeguard its interest, to be free from defect due to faulty material or workmanship For a period of..... calendar months from the date of execution of agreement or from the date of commissioning whichever is earlier of the services to be rendered by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that For any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Indemnified directly or indirectly by reasons of.

- I. Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Indemnifier and /or any of its staff.
- II. Any theft robbery, fraud, or other wrongful action or omission by the Indemnifier and /or any of its staff.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of the services getting damaged/ non- operational / non functional, the indemnifier shall as may be deemed necessary repair or correct the defective services at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost to the extent, or provide services for the defective portion only free of cost at site in respect of the service order obligations that emanate from the same already referred to the extent of ₹..... (Rupees.....\*only) for

(Signature with Name and Designation)

Station:

Date: Company Seal

Witness

1.....