



**Governor's Secretariat Odisha
Raj Bhavan, Bhubaneswar**

Tender Document

**For providing Services of Data Entry Operators (4), Reception Clerk (1), Mali (3)
and other Group-D Supporting Staff (13) to the Governor's Secretariat, Raj
Bhavan, Odisha by a Private Manpower Service Provider**

- (a) Period of issue of Tender Document : 14th to 24th February, 2020
- (b) Date and time for submission of Tender Document : 24th February, 2020 by 3:30 p.m.
- (c) Date and time for opening of
- (i) Technical Bids : 27th February, 2020
- (ii) Financial Bids of eligible Bidders : 27th February, 2020
- (d) Likely date for commencement of deployment of required manpower : 1st March, 2020

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BHUBANESWAR**

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	Scope of work and general Instruction for service bidders	1 - 3
2.	Documents to be provided with the Technical Bid	4
3.	Technical requirements for the tendering manpower Service provider.	5 - 6
4.	Technical requirements for manpower to be deployed by the successful manpower service provider in the Governor's Secretariat, Raj Bhavan, Bhubaneswar	7
5.	Schedule of Requirement	8
6.	Technical Bid-(Covering Letter, FORM-T1, FORM-T2, FORM-T3 and Declaration)	9 - 14
7.	Financial Bid (Covering Letter, Form-F1and Terms and Conditions)	15 - 22
8.	Letter of Authorization for attending bid opening	23
9.	Agreement with Terms and Conditions	24 - 31

BID SUBMISSION CHECK LIST

Sl.No.	Description of contents	Page Number
Technical Bid (Original)		
1	Covering Letter in Bidders Letter Head	
2	EMD	
3	Copy of Incorporation /Registration Certificate of the Bidder	
4	Copy of PAN	
5	Copy of GSTIN	
6	Copies of Income Tax Clearance Certificate for the last three Assessment years.	
7	Technical Bid duly filled in (Covering Letter, Form-T1, T2 & T3)	
8	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and balance Sheet for the last 3 years.	
9	Power of Attorney in favour of the person signing the bid on behalf of the bidder.	
10	List of completed / on-going assignments of similar nature (Past experience details) along with the copies of work orders for the respective assignments from the authorities.	
11	Undertaking for not have been Black-listed by any Central / State Govt. / Any Autonomous bodies during the recent past. (Form-T2)	
12	Undertaking for not having any police case pending against the bidder (Form-T3)	
13	Declaration	
Financial Bid (Original)		
14	Covering letter in Bidders Letter Head	
15	Dully filled in Financial Bid (Form-F1)	
16	Term and Conditions	
17	Agreement with Terms and Conditions	

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory [in full and initial]:_____

Name and Designation with Date and Seal: _____

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Governor's Secretariat, Odisha, Raj Bhavan, Bhubaneswar-751008 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operators (4), Reception Clerk (1), Mali (3) and other Group-D Staff (13) on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from 1st March, 2020(date) and would continue till 28th February, 2021(date). The period of the contract may be further extended beyond 28th February, 2021(date) provided the requirement of the Office for manpower persists at that time or may be curtailed/ terminated before 28th February, 2020(date) owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Office requirements. The Governor's Secretariat, however, reserved right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Office has tentative requirement for 4 (no.) Data Entry Operators, 1 (no.) Reception Clerk, 3 (no.) Mali and 13 (no.) other Group-D supporting staff. The requirements may increase/decrease in any/ all the categories.
4. The estimated cost of the contract is Rs. 2,39,345/- per month (including Statutory deposits)
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.1,197/- (0.5% of Contract value) and other requisite documents by 24th February, 2020(date) up to 3:30PM at Governor's Secretariat, Odisha, Raj Bhavan, Bhubaneswar-751008.
6. The various crucial dates relating to **“Tender for Providing Manpower Services to the Governor's Secretariat, Odisha, Raj Bhavan, Bhubaneswar-751008”** are cited as under :

(a) Period of issue of Tender Document	:	14 th to 24 th February, 2020
(b) Date and time for submission of Tender Document	:	24 th February, 2020 by 3:30 p.m.
(c) Date and time for opening of		
(i) Technical Bid	:	27 th February, 2020
(ii) Financial Bids of eligible Tenders and selection	:	27 th February, 2020
(d) Likely date for commencement of Deployment of required manpower	:	1 st March, 2020

7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Manpower Services to Governor’s Secretariat, Odisha, Raj Bhavan, Bhubaneswar”** and **“Financial Bid for Providing Manpower Services to Governor’s Secretariat, Odisha, Raj Bhavan, Bhubaneswar”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Governor’s Secretariat, Odisha, Raj Bhavan, Bhubaneswar”**.

8. The Earnest Money Deposit (EMD) of Rs.1,197/- (Rupees One Thousand One Hundred Ninety-seven only), refundable (**without** interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft/ Pay Order drawn in favour of **“Disbursement of Salaries of employees of Governor House” failing which the tender shall be rejected summarily**.

9. The successful tenderer will have to deposit a Performance Security Deposit of Rs.11,967/- (Rupees Eleven Thousand Nine Hundred Sixty-seven Only) (5% of the Contract Value) in the form of Bank Guarantee from any Nationalised Bank drawn in favour of **Desk Officer & DDO, Governor’s Secretariat, Odisha, Raj Bhavan, Bhubaneswar** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/ out right rejected and will not be considered any further**:

- (a) Covering letter along with power of attorney on the bidder’s letter head
- (b) Demand Draft in support of EMD as applicable.
- (c) Copy of Incorporation / Registration certificate of the applicant organization;
- (d) Copy of PAN/ GIR card;
- (e) Copy of the IT return filed for the last three assessment years;
- (f) Copies of EPF and ESI certificates;
- (g) Copy of the GSTIN registration Certificate;
- (h) Certified extracts of the Bank Account containing transactions during last three years.
- (i) Copies of the Income/ Expenditure Statement along with Balance Sheet for the last 3 years.
- (j) Copies of the work orders from the previous organization for providing services during last 3 years.
- (k) Undertaking regarding non-blacklisting (On Stamp Paper).
- (l) Undertaking regarding non-pending of any judicial proceedings (On bidder’s letter head)

11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

12. E-mail/FAX Bids will be summarily rejected, Late bid shall be out rightly rejected.

13. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initiated by the person authorised to sign the tender bids.

14. The Authorised Signatory shall submit the letter of authorization.

15. The Technical bids shall be opened on the scheduled date and time at 11:00AM on 27th February, 2020(date), at Governor's Secretariat, Odisha, Raj Bhavan, Bhubaneswar, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

16. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 3:30 PM on 27th February, 2020 (date) at Governor's Secretariat, Odisha, Raj Bhavan, Bhubaneswar, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

17. The Competent Authority of the Governor's Secretariat, Odisha, Raj Bhavan, Bhubaneswar reserves the right to annual all bids without assigning any reason.

18. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet dully signed by the authorized signatory.

19. The Governor's Secretariat, Raj Bhavan, Bhubaneswar reserves the right to call for any document in original including the Bank Account to verify the veracity of the documents.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application- Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR Card;
5. Attested copy of the latest IT Return filed by agency;
6. Attested copy of GST registration Certificate;
7. Attested copy of P.F. Registration letter/certificate;
8. Attested copy of E.S.I. Registration letter/certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Copy of the terms and conditions at pages..... in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
11. Valid Labour License Certificate.
12. Up to date Income Tax Clearance.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower short listed by agency for deployment in Governor's Secretariat, Raj Bhavan, Bhubaneswar containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following technical specifications:

Eligibility criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The Bidder should be registered under appropriate authority, such as <ul style="list-style-type: none"> Registered under the Companies Act, 2013 Registered under the Indian Partnership Act, 1932 Registered under the Indian Trust Act, 1882 Registered under the Societies Registration Act, 1860 Registered under the Limited Liability Partnership Act, 2008. 	Certificate of Incorporation/ Registration
2	The Bidder should be registered under appropriate authority of the following: <ul style="list-style-type: none"> Registered under the Contract labour (Regulation and Abolition) Act, 1970 Registered under the Employees Provident Fund Act, 1952 Registered under the Employees State Insurance Act, 1984 Registered with Income Tax Department and GST. 	Certificate of Incorporation/ Registration
3	The Bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central / State Government / Autonomous bodies / agencies / Societies / corporate bodies.	Copies of the work order from the previous authorities.
4	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of the user Department/Office. Besides, if the Department/ Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).	Valid Address proof of the office (Copy of the Telephone / Electricity Bill).
5	Must have average annual financial turnover of Rs. <u>1 Cr.</u> during the last three financial year. <i>(The average annual financial turnover should be twice the estimated cost of the service)</i>	Copies of audited Income / Expenditure Statement and Balance Sheet for the concerned period.
6	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the Pass Book and transaction Statement for the last 3 years.

7	The Agency should not have been blacklisted by any Central / State Government, or any other public Sector undertaking or a corporation as on the date of this RFP	An undertaking to this effect to be furnished by the Bidder as per the prescribed format. (Form-T2)
8	Must not have any pending judicial proceedings for any criminal offences against the Proprietor / Director / Persons to be deployed by the Service Provider.	An undertaking to this effect to be furnished by the Bidder as per the prescribed format. (Form-T3)
9	Other Statutory Documents:	Copies of: <ul style="list-style-type: none">• PAN,• GSTIN,• Copies of EPF & ESI Registration Certificate• IT Return for the last 3 assessment year

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE GOVERNOR'S
SECRETARIAT, RAJ BHAVAN, BHUBANESWAR**

Sl. No.	Name of the Post	Eligibility Criteria
1	Data Entry Operator	<ul style="list-style-type: none"> • Candidate must be domicile of Odisha. • Candidate should be above 18 years of age and not exceeding 40 years. • Minimum educational qualification should be Graduation in any discipline. • Must be well conversant with Computers and essentially well trained in MS Office & Internet. • Candidate should have a stenographic speed of 80 words per minute in English. • Must be well behaved, gentle & obedient in nature.
2	Reception Clerk	<ul style="list-style-type: none"> • Candidate must be domicile of Odisha. • Candidate should be above 18 years of age and not exceeding 40 years. • Minimum educational qualification should be Graduation in any discipline. • Must be well conversant with Computers and essentially well trained in MS Office & Internet. • Candidate should have the quality to maintain good relationship between public and the administration of Governor's Secretariat, Raj Bhavan, Odisha. • Candidate should have good communication skill and stress management skill. • Must be well behaved, gentle & obedient in nature.
3	Mali	<ul style="list-style-type: none"> • Candidate must be domicile of Odisha. • Candidate should be above 18 years of age and not exceeding 40 years. • Minimum educational qualification should be Matriculation. • Must be well behaved, gentle & obedient in nature.
4	Other Group-D Supporting Staff	<ul style="list-style-type: none"> • Candidate must be domicile of Odisha. • Candidate should be above 18 years of age and not exceeding 40 years. • Minimum educational qualification should be Matriculation. • Must be well behaved, gentle & obedient in nature.

Schedule of Requirement

Tentative requirement of Manpower to be deployed for the proposed service given here as under:

(To be filled up by the Tender Inviting Authority)

Sl. No	Description	Requirement
Manpower		
1.	Data Entry Operator	4
2.	Reception Clerk	1
3.	Mali	3
4.	Other Group-D Supporting Staff	13

(**N.B:** All the scopes are tentative & can be modified as per the requirement of the tender-inviting authority. Strike out the service which is not required for the purpose.)

APPLICATION – TECHNICAL BID

For Providing Manpower Services to Governor's Secretariat, Raj Bhavan,
Bhubaneswar

COVERING LETTER
(BIDDER LETTER HEAD)

To

The Deputy Secretary to Governor, Odisha
Raj Bhavan, Bhubaneswar

Sub: Tender for empanelment to provide manpower to Governor's Secretariat, Raj Bhavan,
Bhubaneswar.

Sir,

I, the undersigned, offer to participate in the tender process to provide services in Governor's Secretariat in accordance with your Tender Notice No._____. Dated_____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statement provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully,

Authorised Signatory
With Date and Seal

Name and Designation:_____

Address of the Bidder:_____

(FORM-T1)

1	Name of the Bidder	
2	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No.
		Date:
		Amount (Rs.)
		Drawn on Bank
3	Name of the Director	
4	Full Address of Registered Office	Postal Address:
		Telephone No:
		FAX No:
		E-mail Address:
5	Name & telephone number of authorised person signing the bid	Name & Designation:
		Mobile Number:
6	Bank Name	Account Number:
		Bank and Branch:
		IFSC Code:
7	PAN No. (Attach self attested copy)	
8	GSTIN (Attach self attested copy)	
9	EPF Registration No. (Attach self attested copy)	
10	ESI Registration No. (Attach self attested copy)	
11	Acceptance to all the terms & conditions of the tender (Yes/No)	
12	Power of Attorney / authorisation letter for signing the bid documents	
13	Please submit an undertaking that no criminal case is pending with the Police at the time of submission of bid.	
14	Kindly mention the total number of pages in the tender document.	

13. Financial turnover of the tendering **Manpower Service Provider** for the last 3 financial years.

Financial Year	Amount (Rs. Lakhs)	Remarks, if any

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

15. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No	Name of client, address, telephone & Fax No.	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	to

18. Additional information, if any

(Attach separate sheet, if required)

Date:

Place:

Signature of authorised person

Name:

Seal:

FORM-T2

UNDERTAKING

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting)

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department / Office or by any Public Sector Undertaking (OSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorised Signature

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM-T3

UNDERTAKING

(On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor / Director / Persons to be deployed by our company.

I/we further certify that Proprietor / Director / Persons to be deployed by our company of my company have not been convicted of any offences in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorised Signature

Name and Designation of the Signatory:

Name of the Bidder and Address:

DECLARATION

1. I, _____ Son/ Daughter/ _____/Wife of
Shri _____ Proprietor/ Director/ Authorised signatory of the
Service Provider, mentioned above, am competent to sign this declaration and
execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. The information/documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/we, am/ are well aware of
the fact that furnishing of any false information/ fabricated document would lead to
rejection of my tender at any stage besides liabilities towards prosecution under
appropriate law.

Date:
Place:

Signature of authorised person
Full Name:
Seal:

APPLICATION – FINANCIAL BID

**For Providing Manpower Assistance to Governor's Secretariat, Raj Bhavan,
Bhubaneswar**

COVERING LETTER

(BIDDER LETTER HEAD)

To

The Deputy Secretary to Governor, Odisha,
Raj Bhavan, Bhubaneswar

Sub: Tender for empanelment to provide manpower to Governor's Secretariat, Raj Bhavan,
Bhubaneswar.

Sir,

I, the undersigned, offer to provide the services for Governor's Secretariat, Raj Bhavan, Bhubaneswar in accordance with your Tender No._____ dated_____. Our attached financial price is [Insert amount(s) in words and figures] for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon as subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorised signatory
[In full and initials]

Name and Designation of signatory with date and seal:

Address of the Bidder:

FORM-F1
[Administrative Charge]

1. Name of tending Manpower Service Provider :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc :

Sl. No.	Manpower Type	Monthly Rate per person					
		* Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	GST
1.	Data Entry Operators	8880					
2.	Reception Clerk	8880					
3.	Mali	8390					
4.	Other Group-D Supporting Staff	8070					

*Minimum take home remuneration per person should be Rs. 8,880/- for Data Entry Operators and Reception Clerk, Rs. 8,390/- for Mali and Rs. 8,070/- for Group-D Supporting Staff etc.

Date:
Place:

Signature of authorised person
Full Name:
Seal:

Notes:

1. The total quoted rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 1st March, 2020 (date) and unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 28th February, 2021 (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions /modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Office, at present has tentative requirement of 4 (no.) skilled Data Entry Operators, 1 (no.) Reception Clerks, 3 (no.) Mali and 13 (no.) Other Group-D Supporting Staff on urgent basis. The requirement of the Office may further increase or decrease marginally, during the period of initial contract also and he tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 P.M. and may also required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and he Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
13. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department of Office concerned and an Authorized representative of the Manpower Service provider.
15. The Office shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 is any, at his own part and cost.*

20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.

25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and

regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

29. The Agreement is liable to be terminated because of nonperformance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.1,197/- (0.5% of the contract value) in the form of Demand Draft/ pay Order drawn in favour of **“Disbursement of Salaries of employees of Governor House” failing which the tender shall be rejected out rightly.**

31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

32. The successful tenderer will have to deposit a security amount of Rs. 2,39,345/- (one month employee cost including statutory dues) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the **“DDO & Desk Officer, Governor’s Secretariat, Raj Bhavan, Bhubaneswar”**, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

33. The successful tender will have to deposit a Performance Security Deposit of Rs. 11,967/- (Rupees Eleven Thousand Nine Hundred Sixty-seven) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the **“DDO & Desk Officer, Governor’s Secretariat, Raj Bhavan, Bhubaneswar”** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders.

34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

35. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

36. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

37. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.

38. The Authority reserves the right to withdrawn o relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

39. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

40. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

41. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

42. The monthly EPF & ESI amount will be deposited by the firm and the Xerox copy of Chalangans with specific name, Account Number to be submitted to Governor's Secretariat, Raj Bhavan, Bhubaneswar on monthly basis after which the bill subsequent month will be processed.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(BIDDER LETTER HEAD)

Tender No: _____

To

The Deputy Secretary to Governor, Odisha
Raj Bhavan, Bhubaneswar.

Sub: Authorization for attending bid opening on 5th February, 2020 in the tender for Manpower Service for Governor's Secretariat, Raj Bhavan, Bhubaneswar vide their (tender no _____ dated _____)

Dear Sir,

In inviting kind reference to the subject mentioned above, following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

Seal

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are to be opened may be refused in case authorization as prescribed above is not produced.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Governor's Secretariat, Raj Bhavan, Bhubaneswar represented by _____, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, herein after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of "_____" are required in _____ Department / Office;

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalised the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below :-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as“_____” in the _____ (name of the Department /Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to _____

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the Officer
authorised to sign
On behalf of
Manpower Service Provider**

**Signature of the Authority
An officer acting in the
premises for and on
behalf of the
Governor of Odisha**

In the presence of witness :-

Witness

1. Name_____

Address_____

2. Name_____

Address_____

Witness

1. Name_____

Address_____

2. Name_____

Address_____

ANNEXURE**TERMS & CONDITIONS****GENERAL**

1. The Agreement shall commence from 1st March, 2020 (date) and unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 28th February, 2021 (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions /modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Office, at present has tentative requirement of 4 (no.) skilled Data Entry Operators, 1 (no.) Reception Clerks, 3 (no.) Mali and 13 (no.) Other Group-D Supporting Staff on urgent basis. The requirement of the Office may further increase or decrease marginally, during the period of initial contract also and he tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 P.M. and may also required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and he Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
13. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department of Office concerned and an Authorised representative of the Manpower Service provider.
15. The Office shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 is any, at his own part and cost.*

20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.

25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and

regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

29. The Agreement is liable to be terminated because of nonperformance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

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