



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

**Tender Document**

**For providing Services by deploying manpower in the Governor's Secretariat,  
Raj Bhavan, Odisha by a Private Manpower Service Provider**

- (a) Period of issue of Tender Document : 31<sup>st</sup> October to 10<sup>th</sup> November, 2022
- (b) Date and time for submission of Tender Document : 10<sup>th</sup> November, 2022 by 3:30 p.m.
- (c) Date and time for opening of
- (i) Technical Bids : 14<sup>th</sup> November, 2022
  - (ii) Finalisation of scrutiny of qualifying bidders : 16<sup>th</sup> November, 2022
  - (iiI) Financial Bids of eligible Bidders : To be decided on finalization of qualifying bidders
- (d) Likely date for commencement of deployment of required manpower : To be intimated later on

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BHUBANESWAR**

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## **BID SUBMISSION CHECK LIST**

<b>Sl.No.</b>	<b>Description of contents</b>	<b>Page Number</b>
<b>Technical Bid (Original)</b>		
1	Covering Letter in Bidders Letter Head	
2	Copy of Incorporation /Registration Certificate of the Bidder	
3	Copy of PAN	
4	Copy of GSTIN	
5	Copies of Income Tax Clearance Certificate for the last three Assessment years.	
6	Copy of valid EPF & ESI Certificate	
7	Technical Bid duly filled in ( <b>Covering Letter, Form-T1, T2 &amp; T3</b> )	
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. ( <b>Form-T2</b> )	
12	Undertaking for not having any police case pending against the bidder ( <b>Form-T3</b> )	
13	Declaration	
14	Bid Security Declaration ( <b>Form-T4</b> )	
<b>Financial Bid (Original)</b>		
15	Covering letter in Bidders Letter Head	
16	Dully filled in Financial Bid ( <b>Form-F1</b> )	
17	Term and Conditions	
18	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 94 numbers of manpower on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from 1<sup>st</sup> March, 2023 and would continue till 28<sup>th</sup> February, 2024. The period of the contract may be further extended beyond 28<sup>th</sup> February, 2024 provided the requirement of the Office for manpower persists at that time or may be curtailed/ terminated before 28<sup>th</sup> February, 2024 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 of 94 numbers of manpower in Governor's Secretariat, Raj Bhavan, Bhubaneswar. The requirements may increase/decrease in any/ all the categories.
4. The estimated cost of the contract is Rs. 13,46,742/- per month (including Statutory deposits)
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Bid Security Declaration and other requisite documents by 10<sup>th</sup> November, 2022 up to 3:30PM at Governor's Secretariat, Odisha, Raj Bhavan, Bhubaneswar-751008 by Speed Post.
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	:	31 <sup>st</sup> October to 10 <sup>th</sup> November, 2022
(b) Date and time for submission of Tender Document	:	10 <sup>th</sup> November, 2022 by 3:30 p.m.
(c) Date and time for opening of		
(i) Technical Bids	:	14 <sup>th</sup> November, 2022
(ii) Finalisation of scrutiny for qualifying Bidders	:	16 <sup>th</sup> November, 2022
(iii) Financial Bids	:	To be decided on finalization of qualifying bidders
(d) Likely date for commencement of Deployment of required manpower	:	To be intimated later on

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 Bid Security Declaration should be necessarily accompanied with the Technical Bid of the service provider **failing which the tender shall be rejected summarily**.

9. The successful tenderer will have to deposit a Performance Security Deposit of Rs.40,403/- (Rupees Forty Thousand Four Hundred Three Only)(3% of the Contract Value) in the form of Bank Guarantee from any Nationalised Bank drawn in favour of **Under Secretary & 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) Bid Security Declaration.
- (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 14th November, 2022(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 date for opening of Financial bids will be decided on finalization qualifying bidders.
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.
20. The Bidders should mention their email id and valid contact number in the Covering Letter attached to the Tender Documents for future correspondences.

### **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, present address, permanent 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"> <li>• Registered under the Companies Act, 2013</li> <li>• Registered under the Indian Partnership Act, 1932</li> <li>• Registered under the Indian Trust Act, 1882</li> <li>• Registered under the Societies Registration Act, 1860</li> <li>• Registered under the Limited Liability Partnership Act, 2008.</li> </ul>	Certificate of Incorporation/ Registration
2	The Bidder should be registered under appropriate authority of the following: <ul style="list-style-type: none"> <li>• Registered under the Contract labour (Regulation and Abolition) Act, 1970</li> <li>• Registered under the Employees Provident Fund Act, 1952</li> <li>• Registered under the Employees State Insurance Act, 1984</li> <li>• Registered with Income Tax Department and GST.</li> </ul>	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>5 Cr.</u> during the last three out of last five financial years, i.e. for the period of 2016-17 2017-18 2018-19 2019-20 2020-21 2021-22	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. <b>(Form-T2)</b>
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. <b>(Form-T3)</b>
9	Other Statutory Documents:	Copies of: <ul style="list-style-type: none"> <li>• PAN,</li> <li>• GSTIN,</li> <li>• Copies of EPF &amp; ESI Registration Certificate</li> <li>• IT Return for the last 3 assessment year</li> </ul>
10	Bid Security Declaration	Bid Security Declaration as per the prescribed format. <b>(Form-T4)</b>

### **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)

<b>Sl. No</b>	<b>Description</b>	<b>Requirement</b>
<b>Manpower</b>		
1.	Data Entry Operator	5
2.	Reception Clerk	1
3.	Supervisor/ Caretaker	1
4.	Head Mali	1
5.	Cook (Raj Bhavan, Bhubaneswar)	2
6.	Cook (Raj Bhavan, Puri)	1
7.	Cook (Abhishek Hall)	1
8.	Market Attendant	1
9.	Mali	21
10.	Khansama / Khit	6
11.	Peon	9
12.	Chaparasi	11
13.	Farash	1
14.	Dhobi Helper	1
15.	Masalchi	4
16.	Cooks Mate	1
17.	Hot Waterman	1
18.	Maid Servant	1
19.	Cleaner	2
20.	Transport Peon	2
21.	Bearer	2
22.	Sweeper	17
23.	Other Group-D Supporting Staff	2
	<b>Total</b>	<b>94</b>

(**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 Additional Secretary to Governor, Odisha  
Raj Bhavan, Bhubaneswar

Sub: Tender 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 absolutely.

Yours faithfully,

Authorised Signatory  
With Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_

**(FORM-T1)**

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

14. Financial turnover of the tendering **Manpower Service Provider** for 3 financial years out of past five years.

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

15. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

16. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last five 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

17. 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:



**FORM-T4**

**Bid Security Declaration Form**  
**(On Bidder's Letter Head)**

**Tender Notice No:**

**Date:**

**To,**

**The Additional Secretary to Governor, Odisha**  
**Raj Bhavan, Bhubaneswar**  
**Khurda-751008**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organisation) in witness whereof agree to submit this Bid Security Declaration Form as a part of or Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the tender document. This declaration shall be in force, until the Selected Bidder is announced by the Client or in case we are declaration as the Selected Bidder, this declaration shall be in force till we submit the Performance Bank Guarantee as per the provisions of the tender document.

While this declaration is in force, we understand that the authority may reject our Proposal and /or blacklist us from participating in any further tendering process for a period of three years as may be deemed fit under the following reasons:

1. We withdraw our Proposal during the bid validity period as specified in the tender document.
2. We do not respond to requests for clarification on our Proposal.
3. We fail to provide required information during the evaluation process or are found to be nonresponsive or have provided false information in support of our qualification.
4. If we fail to:
  - a. Provide any clarifications to client:
  - b. Agree to the decisions taken during any contract negotiations.
  - c. Sign the Services Agreement within the prescribed time period (15 days)
  - d. Furnish the required Performance Bank Guarantee in time
5. Any other circumstances which hold the interest of the client during the overall tender process.

**Name of the Authorised Representative:**

\_\_\_\_\_

**Signature of the Authorised Representative with Date and Seal**

**Address of the Bidder:**

**APPLICATION – FINANCIAL BID**  
**For Providing Manpower Assistance to Governor’s Secretariat, Raj Bhavan,**  
**Bhubaneswar**  
**COVERING LETTER**  
*(BIDDER LETTER HEAD)*

To

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

Sub: Tender 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					GST
		Take Home remuneration	EPF	ESI	Other statutory dues if any	Service charge	
1.	Data Entry Operator	11100					
2.	Reception Clerk	11100					
3.	Supervisor/ Caretaker	21100					
4.	Head Mali	10900					
5.	Cook (Raj Bhavan- Bhubaneswar)	21100					
6.	Cook (Raj Bhavan- Puri)	10500					
7.	Cook (Abhishek Hall)	10500					
8.	Market Attendant	10500					
9.	Mali	10500					
10.	Khansama / Khit	10500					
11.	Peon	10100					
12.	Chaparasi	10100					
13.	Farash	10100					
14.	Dhobi Helper	10100					
15.	Masalchi	10100					
16.	Cooks Mate	10100					
17.	Hot Waterman	10100					
18.	Maid Servant	10100					
19.	Cleaner	10100					
20.	Transport Peon	10100					
21.	Bearer	10500					
22.	Sweeper	10100					
23.	Other Group-D Supporting Staff	10100					

\*The bids with 'Nil' or very abnormally low quoted service charges will be treated as "Non responsive" and will be rejected during the financial evaluation stage.

Signature of authorised person

Full Name:

Seal:

Date:

Place:

**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 \_\_\_\_\_ (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 \_\_\_\_\_ (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 94 numbers of personnel. The requirement of the Office may further increase or decrease marginally, during the period of initial contract also and the 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 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.

23. The manpower under different categories to be deployed shall be selected by Governor's Secretariat as per the technical requirement.

## **LEGAL**

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 of Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

## FINANCIAL

31. The Technical Bid should be accompanied with “Bid Security Declaration” **failing which the tender shall be rejected out rightly.**

32. The successful tenderer will have to deposit a security amount of Rs. 13,46,742 /- (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 “**Under Secretary & DDO, 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. 40,403/- (Rupees Forty Thousand Four Hundred Three ) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the **“Under Secretary & DDO, 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 withdraw or 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 Chalans 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 Additional Secretary to Governor, Odisha  
Raj Bhavan, Bhubaneswar.

Sub: Authorization for attending bid opening on 9<sup>th</sup> November, 2022 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 \_\_\_\_\_(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 \_\_\_\_\_(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 94 numbers of manpower on urgent basis. The requirement of the Office may further increase or decrease marginally, during the period of initial contract also and the 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 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 the 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 or 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.\*

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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.

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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.

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