

**GOVERNMENT OF ODISHA
HIGHER EDUCATION DEPARTMENT**

TENDER NOTICE

Tender No. HE-OE 1-MISC-0142-2023/ 1787 /HE, Date: 12.01.2024

Tender Notice for award of contract for providing Manpower Services for a period of one year w.e.f. 15.02.2024 to 14.02.2025.

Bids in sealed cover are invited under two-bid system from reputed, experienced and Registered Manpower Service Provider having registered office located within State of Odisha and possessing valid license, statutory clearance, service tax registration, EPF Registration, ESI Registration, PAN No. and GSTN, for providing services of 02 (Two) Drivers, 24 (Twenty Four) Peons and 02 (Two) Choukidars in Higher Education Department and Class-IV category manpower (as may be required) in different NCC units under Higher Education Department for a period of one year from the date of coming into force of the contract as would be indicated therein on outsourcing contract basis for Light Vehicle Driving (four wheeler) Services (Driver), day-to-day support work services (Peon) and Watch & Ward services (Choukidar) for two locations of Higher Education Department, one at Loka Seva Bhawan and another at HoD building, Odisha, Bhubaneswar and Class-IV category manpower (as may be required) in different NCC units under Higher Education Department with maximum monthly consolidated remuneration of Rs.11,100/- for Driver and Rs. 10,100/- for Peon, Choukidar and Class-IV category manpower for each individual excluding EPF, ESI and other taxes and charges as fixed vide Finance Department Circular No. 11835/F dated 31.03.2018, Circular No.30722/F dated 06/11/2021 and other relevant Rules/ Acts issued from time to time. The contract for supply of above-said outsourcing services and the mode, manner and nature of duties shall be as per the details provided in the bid document.

The details of the bidding process are as follows:

Sl. No.	Bidding Schedule	Deadline
1	Date of Issue Tender Notice	13.01.2024
2	Last Date and Time for receiving of Tender document	02.02.2024 at 05:30 P.M.
3	Opening of Technical Bid	05.02.2024 at 03:30 P.M.
4	Opening of Financial Bid of eligible Bidders in Technical Bid	07.02.2024 at 03:30 P.M.

The Technical and Financial Bid will be opened in the Conference Hall of Higher Education Department, Loka seva Bhawan, Bhubaneswar in presence of the Selection Committee and the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at the time of opening of the Bids, as per the scheduled time table.

Bidders are required to submit the Technical and Financial Bids separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "Bid for Outsourcing for providing Light Vehicle Driving (four wheeler) Services (Driver-2 nos.), day-to-day support work services (Peon-24 nos.), Watch & Ward services (Choukidar-2 nos.) in Higher Education Department and Class-IV category manpower (as may be required) in different NCC units under Higher Education Department" must reach the undersigned on or before **Dt. 02.02.2024 at 05:30 P.M.** by Speed Post/ Registered Post/ Courier only.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement etc. can be downloaded from the website:- <https://dhe.odisha.gov.in>.

Incomplete and conditional bid shall be summarily rejected. The Higher Education Department reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage or the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever. The bidders should have at least three years' experience in providing manpower services to Central/ State Government/ Autonomous Bodies / Agencies / Societies / Corporate Bodies. The authority reserves the right to relax any of the provisions of the Tender Document in case of exigency.

The Tender Documents of the bidders having criminal antecedents/ previous unsatisfactory service reports/ previously black listed, shall be summarily rejected.

The tender papers received after the due date and time as mentioned in bid document shall not be entertained in any circumstances.

Complete Address for submission of bid

The Joint Secretary to Government (OE),
Higher Education Department,
Lokaseva Bhawan, Bhubaneswar-751001
Mob. +91 9437211691

P. S. S.
12/1/24
Joint Secretary to Government

Memo No. 1788 /HE, Date: 12.01.2024

Copy forwarded to the Branch Officer, IT Section, Higher Education Department for information & necessary action. They are requested to publish this notice in the website of Higher Education Department.

Pohu
12/1/24
Joint Secretary to Government

Memo No. 1789 /HE, Date: 12.01.2024

Copy forwarded to the Joint Director (Advertisement), Information & Public Relation Department for information and necessary action. He is requested to take necessary steps for publication of this notice in one Odia daily and one local English daily News Paper on or before 13.01.2024.

Pohu
12/1/24
Joint Secretary to Government

Memo No. 1790 /HE, Date: 12.01.2024

Copy forwarded to OSD to Commissioner-cum-Secretary to Government, Higher Education Department for kind information of Commissioner-cum-Secretary.

Pohu
12/1/24
Joint Secretary to Government

Memo No. 1791 /HE, Date: 12.01.2024

Copy forwarded to All Departments of Government with a request to display this Notice on their Notice Board for wide publicity.

Pohu
12/1/24
Joint Secretary to Government

Memo No. 1792 /HE, Date: 12.01.2024

Copy forwarded to the Additional DCP, Odisha Secretariat (Security) for information and necessary action.

Pohu
12/1/24
Joint Secretary to Government

Memo No. 1793 /HE, Date: 12.01.2024

Copy forwarded to the Chief Receptionist, Lokseva Bhawan, Bhubaneswar for information and necessary action. They are requested to allow the Bidders / Authorized Representatives of the Bidder on Dt. 05.02.2024 and 07.02.2024 in order to enable them to attend the Bidding process on the above mentioned dates.

Pohu
12/1/24
Joint Secretary to Government

**GOVERNMENT OF ODISHA
HIGHER EDUCATION DEPARTMENT**

TENDER DOCUMENT

For providing services of 02 (Two) Drivers, 24 (Twenty Four) Peons and 02 (Two) Choukidars in Higher Education Department and Class-IV category manpower (as may be required) in different NCC units under Higher Education Department by a Manpower Service Provider.

- A. Period of Issue of Tender Document : 13.01.2024 to 02.02.2024 at
05:30 PM
- B. Date & Time for Submission of Tender : Up to 02.02.2024 at 05:30 PM
- C. Date and time for opening of –
- i. Technical Bids : 05.02.2024 at 03:30 PM
- ii. Financial Bids of eligible Bidders : 07.02.2024 at 03:30 PM
- D. Likely date for commencement of : 15.02.2024
deployment of required manpower.



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SECTION-I

Instruction to Bidders

A. General Information:

1. The Higher Education Department, Lokaseva Bhawan, Odisha, Bhubaneswar-751001 requires the services of reputed, well established, financially sound and registered Manpower Service Providers having registered office located within State of Odisha and possessing valid license, statutory clearance, service tax registration, EPF Registration, ESI Registration, PAN No. and GSTN, for providing Light Vehicle Driving (four wheeler) Services (Driver), day-to-day support work services (Peon), Watch & Ward services (Choukidar) in Higher Education Department and Class-IV category manpower (as may be required) in different NCC units under Higher Education Department by deploying adequately trained and disciplined manpower as per the requirement for a period of one year from the date of coming into force of the contract as would be indicated therein on outsourcing contract basis.

2. The period of contract for providing the aforesaid services will be ideally for 1 (one) year from the date of effectiveness of the contract. The period of contract may be further extended for a period up to maximum 3 (Three) years provided the requirement of the Department for manpower persists at that time, on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority or may be curtailed/ terminated before completion of the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the Department's requirement. The authority reserves the right to terminate the contract at any time after giving one weeks' notice to the Service Provider.

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 Trusts Act 1882• Registered under the Societies Registration Act 1860.	Certificate of Incorporation/ Registration

	<ul style="list-style-type: none"> Registered under the Limited Liability Partnership Act 2008. 	
2	The bidder must have at least three 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.
3	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (Copy of the Telephone / Electricity Bill)
4	Must have average annual financial turnover of Rs. 5 (five) Crore or more during the last three(03) financial years (2020-21, 2021-22 & 2022-23)	Copies of audited balance sheet / Income Expenditure Statement for last three financial years certified by CA that the firm had an average annual turnover of Rs. 5 (five) Crore above from Outsourcing business/ manpower Consulting Services during the last three financial years.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the pass book and transaction statement for the last 6 months.
6	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]
7	Must not have any pending judicial proceedings for any criminal offence 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]
8	Other Statutory Documents:	Copies of : <ul style="list-style-type: none"> PAN, GSTIN, Copies of valid EPF & ESI Registration Certificate



	<ul style="list-style-type: none"> • Labour Registration • IT return for the last 3 assessment years • Valid License under PSARA (Private Security Agencies Regulation Act, 2005)
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B. Submission of Bid:

The proposal complete in all respect as specified must be accompanied with a Non- refundable amount of **Rs. 11,800/- (Rs.10,000/- + GST @ 18%)** towards **Bid Processing Fee** and **EMD of Rs.1,00,000/-** in form of **Demand Draft** in favour of **“Joint Secretary to Government, Higher Education Department, Lokaseva Bhawan, Bhubaneswar-751001”**, drawn in any scheduled commercial bank and payable at Bhubaneswar failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/ Courier so as to reach the authority by 02.02.2024 at 05:30 P.M.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date and time will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing **“Technical Bid”** (Driver/ Peon / Choukidar/ Class-IV category manpower (as may be required) in different NCC units under Higher Education Department) and **“Financial Bid”** (Driver/ Peon / Choukidar/ Class-IV category manpower (as may be required) in different NCC units under Higher Education Department). Both sealed envelopes must be kept in a third sealed envelope super-scribing **“Bid Document for outsourcing service (Driver/ Peon / Choukidar/ Class-IV category manpower (as may be required) in different NCC units under Higher Education Department).**

Selected bidder will have to deposit a Performance Security @ 5 % of **the annual contract value within 7 working days of the award of contract** in the form of Bank Guarantee from any scheduled Bank situated within Odisha in



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favour of Joint Secretary, Higher Education Department as per the prescribed format provided in the tender document at **Section - IX** for a period of two months beyond the contract period (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of two months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the bid.

C. List of Documents for submission:

Bidders are required to furnish the following documents. :-

Technical Bid (In original)

1. Covering letter in the Bidder's letter head.
2. Duly Filled in (**FORM-T1**).
3. Demand Draft in support of Bid processing fee as applicable.
4. Demand Draft in support of EMD as applicable.
5. Copy of Incorporation /Registration Certificate of the firm / agency.
6. Copy of GSTIN.
7. Copy of PAN.
8. Copies of Tax clearance (IT, TDS, GST) for the last three (03) assessment years.
9. Copies of EPF&ESI Registration Number.
10. Copy of Bank Pass Book and transaction statement for the last 06 months.
11. Copies of the audited Income/Expenditure statements along with Balance Sheet for the last 3 Financial Years.
12. Details of the similar type service provided by the bidder in last 3 years.
13. Undertaking regarding non-blacklisting in the form T2 (On stamp paper).
14. Undertaking regarding not having any pending judicial proceedings in the Form T3 (On bidder's letter head).
15. Copy of License for supply of manpower.
16. Copy of the valid PSARA License (in case of security services)/Labour licenses.
17. Valid address proof of the Registered /Branch Office of the Service Provider (copy of the telephone/electricity bill).
18. Power of Attorney in favour of the person signing the Bid on behalf of the Bidder.

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Financial Bid (In original):

1. Covering Letter in Bidder's Letter Head
2. Duly Filled in (**FORM- F1**)

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The Technical Bid will be opened on **05.02.2024 at 03:30 PM in the Conference Hall of Higher Education Department, Loka Seva Bhawan** in presence of the authorised representatives of the bidders who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on **07.02.2024 at 03:30 PM at the said venue** in presence of the authorized representatives of the bidder who wish to be present on the spot at that time.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of **30 days** from the date of opening of the bids and no request for any variation in quoted rates and/ withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process.

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In case of similarity in quoted price of two or more bidders, it is the discretion power of the Authority to whom the contract to be awarded.

The quoted rates shall not be less than the minimum wages fixed/ notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

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SECTION-II

SCOPE OF THE WORK

A. Light Vehicle Driving Services (Driver):

1. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have valid Driving License, required qualifications, experience & relevant knowledge to perform the assigned duty, to maintain log book and relevant documents.

2. It shall be the responsibility of the Service Provider to verify the minimum relevant knowledge for maintaining the log book, Driving License and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately.

3. The manpower service provider should have an empanelled list of trained/experienced Driver so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition.

4. 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 Higher Education Department.

5. The manpower deployed by the Service Provider shall be required to report for work as per Rule-16 of "Rules Regulating Control and use of Govt. vehicles" and may also be required to work beyond office hour 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.

6. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.

7. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.

8. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.

9. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.

10. 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.

11. 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.

12. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.

13. The engagement of outsourced person shall be purely on outsourcing contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

Prescribed Qualification & Experience of the Manpower

Sl. No.	Manpower	Age Limit	Qualification	Work Experience	Remuneration (Minimum Take Home Remuneration)	Job Description
1.	Driver	21 to 60 years	1. +2 in any discipline from a recognized Institution/Board/ Council 2. Training on driving of four wheeler and having valid Four Wheeler Driving License.	He should have at least 3 years post training experience in Driving four wheelers	As per the Notification of Govt. from time to time	To drive Government vehicle with due sincerity and responsibility without causing any harm to the public property and to be obedient to the officers to whom attached.

B. Day-to-day support work services (Peon), Watch & Ward services (Choukidar) in Higher Education Department and Class-IV category manpower services (as may be required) in different NCC units under Higher Education Department.

1. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform day to day office support services and watch & ward services as mentioned in the B (a).

2. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he/she has

misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately.

3. The manpower service provider should have an empanelled list of trained/experienced day to day Office Support Staff and watch & ward staff so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition.

4. 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 Higher Education Department.

5. The manpower deployed by the service provider shall be required to report for work at 10.00 AM and leave office not before 5.30 P.M. and may also be 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.

6. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.

7. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.

8. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.

9. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.

✓ 10. 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.

11. 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.

12. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.

13. The engagement of outsourced person shall be purely on outsourcing contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

B (a) (Prescribed Qualification & Experience of the Manpower)

Sl. No.	Manpower	Age Limit	Qualification	Remuneration (Minimum Take Home Remuneration)	Job Description
1	Peon/ Class-IV category manpower	18 to 50 year	10 th Pass	As per the Notification of Govt. from time to time	(1) To attend to all official calls of the office staff and other to whom attached (2) To take Diary, Transit U. O. I., U. O. R. Registers, Log Books, etc. to the desired places as and when required by officials (3) To attend to any other official duties as and when required by his official superiors.

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2	Choukidar	18 to 50 year	10 th Pass	As per the Notification of Govt. from time to time	(1) To keep a watch over the office premises (2) To open and close different rooms and halls used as offices before and after working hours, respectively.
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SECTION -III

SCHEDULE OF REQUIREMENT:

Tentative requirement of Manpower (the number may increase or decrease as per the requirements from time to time) to be deployed for the proposed services given here as under:-

(To be filled up by the Tender Inviting Authority)

For Higher Education Department

Sl. No.	Description of Manpower	Requirement
1	Light Vehicle Driving Services (Driver)	2
2	Day to Day Office support services (Peon)	24
3	Watch and Ward services (Choukidar)	2

For different NCC Units under Higher Education Department

Sl. No.	Description of Manpower	Requirement
1	Class-IV Category Manpower	As may be required

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SECTION – IV

GENERAL TERMS AND CONDITIONS

1. The Agreement shall commence from and shall continue till 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 unless extended further by the mutual consent of Manpower Service Provider and the Authority.
3. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
4. The Service Provider must employ adult labour only. Persons to be deployed by the Service Provider should be between **18 years and 50 years** and physically fit.
5. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
6. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further period upto 3 years maximum from the date commencing from the first agreement deed executed i.e. from on annual extension basis subject to satisfactory performance of the Service Provider.
7. 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.
8. The Department, at present has tentative requirement of numbers of The requirement of the Department 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.
9. 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.

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10. 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 PM and may also require to work beyond 5.30 PM for which he would not be paid 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.
11. The person deployed may be called on holiday/s to attend duty, if required.
12. The Service Provider shall be solely responsible for compliance to the provision of various Labour and Industrial laws, such as, wages, allowances, compensation, EPF ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
13. The Service Provider shall maintain complete official records of disbursement of wages / salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
14. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
15. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
16. 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 and adduce such evidence as may be required by the Department or Office concerned.
17. 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 grievance 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.



18. The Service Provider will be overall responsible for the manpower deployed for performing the services. The Authority 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.
19. 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.
20. 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.
21. 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.
22. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Cooperation 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, if any, at his own part and cost, if required under the Act.
23. 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.
24. The manpower to be deployed by the Manpower Service Provider should not have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the person whom they are recommending.
25. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
26. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.

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27. The Service Provider shall provide Photo ID Card to its personnel deployed at site at its own cost.
28. 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.
29. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any man power while performing / discharging their duties / for inspection or otherwise.
30. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit the report to the Authority and maintain liaison with the Police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
31. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of Service Provider. In case of frequent lapses on the part of the personnel deployed by the Service Provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
32. 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.
33. 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.
34. 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.
35. 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.

36. The Tax deducted 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.
37. 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.
38. In case of dispute resolution relating to rights / liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
39. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment or 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.
40. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of (Rupees 2-5% of the annual contract value) in the form of demand Draft / Pay Order drawn in favour of Joint Secretary (O.E.) , Higher Education Department , Lokseva Bhawan, Bhubaneswar failing which the tender shall be rejected outrightly.
41. 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.
42. The successful tenderer will have to deposit a security amount of Rs./- (Rupees) for Driver/ Peon/ Choukidar/ and Class-IV category manpower (as may be required) in different NCC units under Higher Education Department in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Joint Secretary (O.E) , Higher Education Department , Lokseva Bhawan, Bhubaneswar covering the paid of contract.

In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful bidder.

- 43. 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.
- 44. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet fully 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.
- 45. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
- 46. 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.
- 47. In the event of any personnel being on leave / absent, the Service Provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service Provider is liable to provide the suitable replacement within 3 working days.
- 48. The amount of penalty calculated @ Rs.100 per day on amount of delay, if any, 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.
- 49. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
- 50. 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.
- 51. 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.

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52. 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.
53. The agreement can be terminated by either party by giving one month's notice in general. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the Service Provider will be recovered by forfeiture of Performance Security.
54. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the Service Provider to concerned authorities.
55. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents / information leads to termination of agreement.
56. The remuneration of the manpower has been regulated as per the Finance Department Circular No. 30722/F. dated 06/11/2021, excluding E.P.F., E.S.I and other taxes and charges. The remuneration and statutory dues may change as per the Circular issued by the Finance Department, Govt. of Odisha.
57. The leave for the outsourcing manpower shall be regulated by Finance Department circular No. 30794/F, dated 06.11.2021.
58. 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.
59. 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.



SECTION – V

TECHNICAL BID

**COVERING LETTER
(BIDDER LETTER HEAD)**

[Location, Date]

To
The Joint Secretary to Government
Higher Education Department

Sub: Tender for Outsourcing of Driver/Peon/Choukidar in Higher Education Department and Class-IV category manpower (as may be required) for different NCC units under Higher Education Department.

Dear Madam,

I, the undersigned, offer to participate in the tender process to provide services for Security services/ Hospitality Services / Computation of Data and Office Support Services / Light vehicle Driving Services/ Class-IV category manpower services in accordance with your Tender Notice No.: _____, Dated _____. I hereby submitting our proposal, which includes Technical Proposal and Financial Proposal, sealed in separate envelopes.

I hereby declare that all the information and statements 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 Tender document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

Signature of Authorized Person

Place:

Full Name

Date:

Designation

Complete Address of the Bidder:

Seal

(FORM – T1)

1. Documents/details to be mandatorily submitted:-		
Sl.	Particulars	Fill in the details
1	Name of the Firm/ Agency/ 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 the authorized person signing the bid	Name and Designation:
		Mobile Number:
6	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
7	PAN / GIR No. (Attach self-attested copy)	
8	GSTIN (Attach self-attested copy.)	
9	E.P.F. Registration No. (Attach self-attested copy.)	

10	E.S.I. Registration No. (Attach self-attested copy.)	
11	PSARA License No. & Valid up to for Security Services	
12	Labour License No.	
13	Acceptance to all the terms & Conditions of the tender (Yes/No).	
14	Power of Attorney / authorization letter for signing the of the bid documents	
15	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
16	Kindly mention the total number of pages in the tender document.	

17. Financial Turnover of the bidder for the last 3 financial years.

Financial Year	Turn Over Amount (In INR)	Average Turnover (in INR]
2020-21		
2021-22		
2022-23		

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18. Details of the similar type service provided by the bidder in last 3 years:

Sl. No.	Period	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower /machinery deployed / No. deployed	Contract Amount (in INR)	Duration of contract	
					From	To
1						
2						
3						

19. Additional information, if any:

(Attach separate sheet, if required)

Date:

Signature of authorized person

Name:

Place:

Seal:



20. Declaration :

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

(Signature of Authorized Representative with seal)

Full Name

Designation

Seal

Place:

Date:

Enclosures:

- a. Bid Processing Fee in the form of Demand Draft in original
- b. EMD in the form of Demand Draft in original
- c. Copy of tender document (each page must be signed and sealed)
- d. Duly filled Technical Bid and Financial Bid
- e. List of Documents as applicable.



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 (PSUs) and not blacklisted by any authority during the last 3 years.

Place:

Date:

Signature of Authorized Person

Full Name

Designation

Seal

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FORM-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not having 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 for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. Further, no criminal case pending in any Court of Law against persons to be deployed by our company.

I, further certify that Proprietor/Director/Persons to be deployed by our company or my company have not been convicted in any offence in any Court in India during the recent past.

I, further certify that Proprietor/Director/Persons to be deployed by our company or my company have not committed any offence Under the Prevention of Corruption Act, 1988.

I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Place:

Date:

Signature of Authorized Person

Full Name

Designation

Seal



TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price.**

[Handwritten mark]

SECTION – VI
FINANCIAL BID
COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

**The Joint Secretary to Government
Higher Education Department
Lokaseva Bhhawan, Bhubaneswar-751001**

Sub: Tender for Outsourcing of Driver/Peon/Choukidar in Higher Education Department and Class-IV category manpower (as may be required) for different NCC units under Higher Education Department. [Financial Proposal].

Madam,

I, the undersigned, offer to provide the services for Security services/ Hospitality Services / Computation of Data and Office Support Services / Light vehicle Driving Services 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 us 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,

Place:

Date:

Signature of Authorized Person

Full Name
Designation
Seal



Complete address of the Bidder:

Form-F (1)**APPLICATION-FINANCIAL BID**

**For providing Manpower Assistance to Higher Education Department,
Lokaseva Bhawan, Bhubaneswar-751001**

1. Name of Tendering Manpower Service Provider:
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc.:
3. Details of earnest money deposit Amount:
4. DD/Banker's cheque/FDR/DCR No. & Date:
5. Drawn at Bank:

Sl. No	Manpower Type	Monthly Rate per Person						
		*Take home remuneration per person	EPF (as applicable)	ESI (as applicable)	Other statutory dues if any	Service Charge (Fraction of rupees not allowed, including all other expenses) (Excluding statutory liabilities)	Service Tax (as applicable)	Total Per person
1.	Driver (2 nos.)							
2.	Peon (24 nos.)/ Choukidar (2 nos.)/ Class-IV category manpower (As may be required) for different NCC units under Higher Education Department							



*Minimum take home remuneration per person for the category of Driver is Rs. 11,100/- per month and for the categories of Peon/ Choukidar/ Class-IV category manpower (as may be required) is Rs. 10,100/- for each per month as per Finance Department Letter No. 30722/F dated 06.11.2021.

The bidder shall take into account the expenses to be incurred the statutory bid (Income Tax, TDS @ 2% from gross bill etc.).

The service charges to be offered minimum 3.85% only otherwise bid shall be rejected. However, such charge should not exceed 7% in any case as per Finance Department Office Memorandum no. 19595/F, dated 11.07.2023. In case bidders quote same service charges, the decision of the Committee in selecting the firm on the criterion to be adopted shall be final.

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.

The bidder should quote reasonable service charges as a manner that the take home remuneration must not be negative after deduction of TDS.

Date:

Signature of authorized person

Name:

Place:

Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering in to the contract.
2. The payment shall be made on conclusion of the calendar Month only on the basis of number of working days for which duty has been performed by each category of service.

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SECTION – VII**BID SUBMISSION CHECK LIST**

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in (Form T1)		
3	Demand Draft in support of Bid Processing Fee		
4	Demand Draft in support of EMD		
5	Copy of Incorporation / Registration Certificate of the Bidder		
6	Copy of PAN		
7	Copy of GSTIN		
8	Copies of Tax Clearance (IT, TDS, GST) Certificate for the last three Assessment years		
9	Copy of Valid EPF & ESI Registration Certificate		
10	Copy of valid PSARA Licence (in case of Security Services)/Labour license		
11	Copy of License for supply of manpower		
12	Valid Copy of Labour License		
13	Financial details of the bidder along with all the supportive documents such as copies of Audited Income / Expenditure Statement and Balance Sheet for the last 3 years		

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14	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
15	Details of the similar type service provided by the bidder in last 3 years		
16	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past.(FORM- T2)		
17	Undertaking regarding not having any pending judicial proceedings in the FORM-T3 (On bidder's letter head)		
18	Valid address proof of the Registered /Branch office of the service provider (copy of the telephone/electricity bill)		
19	Copies of the Bank pass book and transaction statement for the last 06 months		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each page 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 initials]: _____

Name and Designation with Date and Seal: _____

SECTION - VIII

AGREEMENT

The Agreement is made on thisday of between the Governor of Odisha 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....., here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of 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;

The service provider shall deposit the EPF and ESI amount in respective account of outsourcing Employee in time and shall submit the copy/ proof of deposit of the preceding Month at the time of submission of bill of the succeeding month failing which action will be taken as per rule.

And whereas the "Authority" has finalized 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 in the event of requirement of more or less outsourcing employees, the Service Provider shall fulfil the requirement within the period of one month.
- 6. That this agreement is valid upto dated _____.

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 Orissa

In the presence of witness :-

<u>Witness</u>	<u>Witness</u>
1.Name _____ Address _____	1.Name _____ Address _____
2.Name _____ Address _____	2.Name _____ Address _____



SECTION - IX
PERFORMANCE BANK GUARANTEE FORMAT

To

The Joint Secretary to Government
Higher Education Department,
Lokaseva Bhawan, Bhubaneswar-751001

Whereas (Name and Address of the Service Provider) (hereinafter called the "tenderer") has submitted their offer dated..... for the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto (hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date. Our..... branch at.....* (Name & Address of the*

branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods/ Services or at the concerned district headquarters or the State headquarters.

