

Government of Odisha
Office of the Superintendent, Odisha State Archives, Bhubaneswar

Date:- 05.04.2016.

Tender Notice for award of contract for providing of services of two Sweepers for a period of one year w.e.f. 01.05.2016 to 30.04.2017.

Sealed tender are invited from reputed manpower agencies/service providers to provide the services of two Sweepers for a period of one year w.e.f. 01.05.2016 to 30.04.2017 through a suitable placement agency on contract basis for day to day sweeping work of the office.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website <http://www.odishaculture.gov.in/advertisement.asp> & <http://www.odishaarchives.nic.in/advertisement.asp> or obtained in person on payment of the cost of tender document Rs.200.00 (Non-refundable) from office of the Odisha State Archives, Sachivalaya Marg, In front of BDA, Unit – IV, Bhubaneswar on any working day between 11 A.M. to 4 P.M. up to 23.04.2016. In case of down-loading the Tender document the agency shall be required to deposit the cost of Tender Rs.200.00 (Non-refundable) along with the tender. The last date and time for submission of Tender Documents is 25.04.2016 by 3.00 P.M.


Superintendent,

Odisha State Archives, Bhubaneswar.



Government of Odisha
Office of the Superintendent, Odisha State Archives, Bhubaneswar

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Superintendent,
Odisha State Archives, Bhubaneswar.

GOVERNMENT OF ODISHA
TOURISM & CULTURE (CULTURE) DEPARTMENT

TENDER DOCUMENT

For providing Services of Sweepers

Office of the Superintendent, Odisha State Archives, Bhubaneswar.

Manpower Service Provider

(a)	Period of issue of Tender Document	: Up to 23.04.2016 by 3 P.M
(b)	Date and time for submission of Tender Document	: From 11 A.M to 4P.M on any working day. Last date and time for submission of Quotation: 25.04.2016 by 3.00 P.M.
(c')	Date and time for opening of	
	(i) Technical Bids	: 27.04.2016 at 3.00 P.M.
	(ii) Financial Bids of eligible Bidders	: 27.04.2016 at 3.30 P.M.
(d)	Likely date for commencement of deployment of required manpower	: 01.05.2016.

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	Scope of work and general instructions for service bidders	
2.	Technical specifications for the service provider and the manpower to be deployed in the department by the service provider	
3.	Tender Application – Technical Bid	
4.	Tender Application – Financial Bid	
5.	Terms and Conditions	
6.	Chronological order for arrangement of documents	

APPLICATION-FINANCIAL BID

For Providing Manpower Assistance to Odisha State Archives, Bhubaneswar.

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

Sl. No.	Manpower Type	Monthly rate per person						
		*Take home remuneration	EPF (..%)	ESI (..%)	Other statutory dues if any	Service charges	Service Tax (..%)	Total per Person
1.	Sweeper							

❖ Minimum take home remuneration per person should be Rs. 4,750/- for sweeper.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

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 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.

**GOVERNMENT OF ODISHA
TOURISM & CULTURE (CULTURE) DEPARTMENT
Office of the Superintendent, Odisha State Archives, Bhubaneswar.**

DOCUMENTS FOR QUOTATION

For providing Services of Sweepers by a reputed Service Provider I Agencies.

(a) Issue of Quotation paper/obtained in person): Up to **23.04.2016 by 3.00 P.M.**

(b) Last date and time for submission of Quotation: **25.04.2016 by 3.00 P.M.**

(c) Date and time for opening of Quotations: **27.04.2016 at 3.00 P.M.**

(The Cheque/ BD No. with date & name of the Bank should be specified by the Quotationers)

Sl. No.	Category	Post	Prescribed qualification	Required number
1.	UNSKILLED	Sweeper	Literate	2

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR QUOTATIONERS

1. Office of the Superintendent, Odisha State Archives, Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Sweepers, Sweeping work of Odisha State Archives.
2. The contract for providing the aforesaid manpower is likely to commence from 01.05.2016 and would continue till 30th April' 2017. The period of the contract may be further extended beyond the above period provided the requirement of the Odisha State Archives for manpower persists at that time or may be curtailed/ terminated before 30thApril' 2017 owing to inefficiency in service or substandard quality of manpower deployed by the approved Service Providers/ Agencies. The Superintendent of Archives, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Providers/ Agencies.
3. The Superintendent of Archives has to decide its tentative requirement time to time as and when required. The entire process should go through a committee i.e. committee for deciding tender documents in respect of filling up of the post of Sweeper through outsourcing basis. The decision of the committee will be final.
4. The interested Service Providers shall have to submit the Quotations indicating the rate per person per month including all charges.
5. The interested Service Providers may submit the Quotations with complete documents in all respects and submit the Quotation on or before 25.04.2016 by 3.00 P.M. at Office of the Superintendent, Odisha State Archives, Sachibalaya Marg, Unit-IV, Bhubaneswar-I and the same shall be opened on 27.04.2016 at 3.00 P.M. or the date, time & venue fixed by the competent Authority. The interested Quotationers/ their authorized Representatives may like to remain present at the opening time of the Quotation.
6. The interested Service Providers Agencies are advised to submit the Quotations in sealed envelope with super scribing "For Providing Manpower Services to Odisha State Archives on or before 25.04.2016 on any working day. The last date & time for submission of quotation 25.04.2016 at 3.00 P.M. The tender has been invited under single bid system i.e. Technical Bid & Financial Bid in single cover. The interested agencies are advised to submit bids in a single envelope super scribing "Tender for providing Manpower Services". The tender will be opened on 27.04.2016 at 3.00 P.M. or the date, time & venue fixed by the competent Authority.
7. The successful Quotationer will have to deposit a Security Deposit of Rs. 10,000/- (Rupees Ten Thousand) only for each category of post in shape of Bank Draft in shape of Demand Draft payable in favour; of **Superintendent, Odisha State Archives, Bhubaneswar payable at Bhubaneswar** before signing the agreement. The aforesaid

Security Deposit amount shall be refunded only after successful completion of the service during the agreement period or deduction of amount towards negligence of service / damaged caused by the person as the case may be. Moreover, if the amount is more than the Security Amount, then the same shall be deducted from the monthly claim of the Firm / Agency. The period will be remain valid for one year which may be extended if the authority so desires.

8. 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 Quotations, **failing which their Quotations shall be summarily/out rightly rejected and will not be considered any further:**

(a) Registration certificate of the applicant organization.

(b) Registration Certificate under 'The Odisha Shops and Commercial Establishments Act, 1956;

(c) Copy of PAN / GIR card;

(d) Copy of the IT return filed for the last three financial years;

(e) Copies of EPF and E SI certificates;

(f) Copy of the Service Tax registration certificate;

(g) Certified extracts of the Bank Account containing transactions during last three years;

(h) Copy of the audit report for last 3 years.

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

10. All entries in the Quotation 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 Quotation Form. In such cases, the Quotation shall be summarily rejected.** However, the cuttings, if any, in the Quotation Form must be initialed by the person authorized to sign the Quotation.

11. The Superintendent of Odisha State Archives reserves the right to cancel all Quotations without assigning any reason.

12. **Quotation Selection Criteria:-** The eligible Quotationers fulfilling all the required criteria and quoting the lowest gross amount and confirming minimum take home wage for each category of manpower shall be preferred as successful Quotationers.

**TECHNICAL REQUIREMENTS PROVIDING
MANPOWER BY THE SERVICE PROVIDER.**

1. The tendering manpower service provider should fulfill the following technical's specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Office. Besides, if the Controlling Officer is 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).
 - (b) They should be registered with the appropriate registration authority.
 - (c) They should have at least 3 years experience in providing Manpower to Government Departments, Public Sector Companies/Banks etc.
 - (d) They should have their own Bank Account.
 - (e) They should be registered with Income Tax & Service Tax Department.
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Superintendent, Odisha State Archives that may be required for providing manpower services.
 - (h) Minimum turn-over requirement (Rs.6.00) lakhs per annum).
 - (i) Execution of contracts of similar type (Rs. 0.50 Lakhs per month) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
 - (j) They should be registered under "The Orissa Shops and Commercial Establishments Act, 1956.
 - (k) They should submit the copy of the audit report for last 3 years.

TECHNICAL BID
APPLICATION FORM FOR QUOTATION
For Providing Manpower Services to Odisha State Archives, Bhubaneswar.

1. Name of the Quotationer :-
(Service Provider / Agency)

 2. Name of Proprietor/partner/ :-
Director:
.....

 3. Full Address of Registered :-
Office
.....

Telephone No. :-
FAX No. :-
E-Mail Address. :-

 4. Full address of Operating / :-
Branch Office.
.....

Telephone No. :-
FAX No. :-
E-Mail Address :-

 5. Name & telephone no. of :-
Authorized officer / person
to liaise with Field Office(s)

 6. Money receipt No. towards cost :-
Of Tender Paper (Rs.)

 7. Details of Earnest Money Deposit :-
.....
.....

 8. Banker of the Manpower Service Provider:-
(Attach certified copy of statement of
A/c for the last Three years)
.....
- Telephone Number:-
Of Banker

9. PAN / GIR No. :-
(Attach attested copy)
10. Service Tax Registration No. :-
(Attach attested copy)
11. E. P. F. Registration No. :-
(Attach attested copy)
12. E.S.1. Registration No. :-
(Attach attested copy)
13. Registration Certificate under 'The Odisha Shops and Commercial Establishments Act, 1956:-
.....
14. Financial turnover of the tendering Manpower Service Provider for the **last 3** Financial Years.

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

15. Copy of the audit report for last 3 years:-

16. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

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

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

Sl. No.	Name of Client, address, telephone & Fax no.		Manpower services provided	Amount of (Rs. Lac)	Duration of contract	
	Type of Manpower provided	No.			From	To

18. Additional information, if any
(Attach separate sheet, if required):

Signature of authorized person
Name:
Seal:

Date:
Place:

DECLARATION

1. I, _____ Son / Daughter / Wife of
...../ Proprietor/ Director! authorized 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 Quotation at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

APPLICATION - E.S.I. BELT
For Providing Manpower Assistance to Office of the
Superintendent, Odisha State Archives, Bhubaneswar.

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

Sl. No.	Manpower Type	Monthly rate per person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charges	Service Tax	Total per Person

- ❖ Minimum take home wage as mentioned in the statement showing the detail required post with prescribed qualification.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

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 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.

APPLICATION – NON E.S.I. BELT
For Providing Manpower Assistance to Office of the
Superintendent, Odisha State Archives, Bhubaneswar.

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

Sl. No.	Manpower Type	Monthly rate per person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charges	Service Tax	Total per Person

- ❖ Minimum take home wage as mentioned in the statement showing the detail required post with prescribed qualification.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

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 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.

Self Declaration

To,

Superintendent,
Odisha State Archives,
Sachivalaya Marg,
Bhubaneswar – 751001.

In response to the invitation No..... Ms./Mr.

....., as a, I / We hereby

declare that our company Is having unblemished

past record and have not declare blacklisted by any Central/State Government institution

and there has been no pending litigation with any government department on account of

similar services. I / We further declare that our company have not defaulted in executing any

Government order in the past.

Signature of Witness

Date:-

Place:-

Signature of the Tenderer

Date:-

Place:-

Company Seal

REPRESENTATIVE AUTHORIZATION LETTER

To,

Superintendent,
Odisha State Archives,
Sachivalaya Marg,
Bhubaneswar – 751001.

Ms. / Mr. Is hereby authorized to sign relevant documents on behalf of the company in dealing with bid reference No. OSA She / He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorized Signatory

Representative Signature

Signature attested

Company Seal

**ACCEPTANCE OF THERMS & CONDITIONS CONTAINED IN THE TENDER
DOCUMENTS AND FINANCIAL BID DOCUMENTS**

To,

Superintendent,
Odisha State Archives,
Sachivalaya Marg,
Bhubaneswar – 751001.

Sir,

I have carefully gone through the Scope of work, Terms & Conditions contained in the Tender Document and financial bid document regarding for selection of Agencies for providing Sweepers (outsourcing), Odisha State Archives, Bhubaneswar.

I declare that all the provisions/terms and conditions/Clauses of the Tender Documents and financial bid document are acceptable to my Company/Organization. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of Witness

Date:-

Place:-

Signature of the Tenderer

Date:-

Place:-

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.05.2016 and shall continue till 30.04.2017. 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 30.04.2017 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 Manpower will be outsourced from the manpower service provider on proper requisition by the Office of the Superintendent, Odisha State Archives.
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 as per the duty hours fixed by the Management or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and may also required to work beyond duty hours if necessary 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. The Manpower Service provider shall provide the person required by the Office of the Superintendent, Odisha State Archives as per the statement showing the details required post with Prescribed qualification (Copy enclosed) at the minimum wages fixed by the Labour & Employment Department, Govt. of Odisha from time to time.

10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office of the Superintendent, Odisha State Archives so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Office of the Superintendent, Odisha State Archives or Office concerned shall be that of the Manpower service Provider and the Office of the Superintendent, Odisha State Archives 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 and adduce such evidence as may be required by the Office of the Superintendent, Odisha State Archives.
12. 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 Office of the Superintendent, Odisha State Archives or Office Concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Office of the Superintendent, Odisha State Archives 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 Office of the Superintendent, Odisha State Archives or Office concerned and an Authorized representative of the Man power Service Provider.
14. The Office of the Superintendent, Odisha State Archives 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.
15. 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.
16. 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.
17. 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.

18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance 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.
19. 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.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. **Police verification report of the person to be deployed by the service provider is to be submitted.**
21. 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 Office of the Superintendent, Odisha State Archives or office Concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

22. 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.
23. 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 Office of the Superintendent, Odisha State Archives or office concerned. Office of the Superintendent, Odisha State Archives or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Directorate of Culture 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 Office of the Superintendent, Odisha State Archives or office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Office of the Superintendent, Odisha State Archives or office concerned or any other authority under Law.

26. 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 Office of the Superintendent, Odisha State Archives or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Office of the Superintendent, Odisha State Archives or the office concerned is put to any loss / obligation, monetary or otherwise, the Office of the Superintendent, Odisha State Archives 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.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Office of the Superintendent, Odisha State Archives or Office concerned will have no liability towards nonpayment 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 Office of the Superintendent, Odisha State Archives or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

*** Note :- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

FINANCIAL

29. The Technical Bid should be accompanied with an **Earnest Money Deposit (EMD) Rs. 600.00 refundable without interest in the form of demand draft/pay order drawn in favour of Superintendent, Odisha State Archives, Bhubaneswar** failing which the tender shall be rejected out rightly.
30. 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 intial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
31. The successful Quotationer will have to deposit a **Performance Security Deposit of Rs. 10,000/- (Rupees Ten Thousand) only for each category of the post in shape of Bank Draft from any Nationalized Bank drawn in favour of the Superintendent, Odisha State Archives, Sachibalaya Marga, Unit-IV, Bhubaneswar.**
32. 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.

33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Office of the Superintendent, Odisha State Archives or Office Concerned in respect of the persons deployed and submits 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.
34. 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 Office of the Superintendent, Odisha State Archives or Office Concerned.
35. 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 bills in the succeeding month.
36. 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.
37. 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.
38. 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.
39. The successful Quotationer will enter into an agreement with this Office of the Superintendent, Odisha State Archives for supply of suitable and qualified manpower as per requirement of this Office of the Superintendent, Odisha State Archives on the above terms and condition.

DOCUMENTS TO BE PROVIDED WITH THE QUOTATION

1. Application Form for Quotation;
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 / Gm Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Attested copy of the registration certificate under "The Odisha Shops and Commercial Establishments Act, 1956";
10. Certified documents in support of the financial turnover of the agency;
11. Certificate copy of the audit report for the last three years;
12. Certified documents in support of entries in column 13 of application form of Quotation;
13. Copy of the terms and conditions of Quotation have been duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in Office of the Superintendent, Odisha State Archives, Bhubaneswar containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Police verification report of the person deployed.
4. Any other document considered relevant.

AGREEMENT

This Agreement is made on this.....day ofBetween the Governor of Odisha represented by Superintendent, Odisha State Archives, 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/srepresented 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 the other part.

Whereas, the "Authority" desires that the services of "....." is required in office of the Superintendent, Odisha State Archives, Bhubaneswar.

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 finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witness as bellow:-

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 "Sweeper" in the Superintendent Odisha State Archives, Bhubaneswar (name of the 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 30.04.2017.

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 authorized 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 OF THE AGREEMENT

1. The Agreement shall commence from 01.05.2016 (date) and shall continue till 30.04.2017 (date) 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 30.04.2017 (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 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10 A.M. to the Superintendent or Curator or such other officer as may have been kept in charge of the office Establishment of the office concerned and would leave at 5.00 P.M. and may also be required to work beyond 5.00 P.M. 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.
8. In case the person deployed is asked to work beyond 8 P.M, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
9. The persons deployed may be called on holiday to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Office of the Superintendent, Odisha State Archives, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the O/o Superintendent, Archives or Office concerned shall be that of the Manpower Service Provider & the O/o Superintendent, Odisha State Archives, Bhubaneswar 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 and adduce such evidence as may be required by the O/o Superintendent, Odisha State Archives or Office concerned. For all intents and purposes, the Manpower

Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of man power so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office of the Superintendent, Odisha State Archives, Bhubaneswar. or office concerned.

12. For all intents and purposes, the Manpower Service Provider shall be the employer within the meaning of different Rules & Acts in respect of man power so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office of the Superintendent, Odisha State Archives, Bhubaneswar or office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The O/o the Superintendent, Odisha State Archives, Bhubaneswar 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 Superintendent of Archives or Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Superintendent, Archives 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.
15. 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.
16. 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 irregular or other capacity.
17. 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.
18. The Manpower Service Provider must be registered with the Concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Directorate of Culture 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 Labor (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
19. 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.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

21. 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 Superintendent of Archives or office Concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. 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.
23. 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 Superintendent, Archives or office concerned. The O/o Superintendent, OSA, BBSR. or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Superintendent of Archives 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 office.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Superintendent, Archives or office concerned or any other authority under Law.
26. 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 Superintendent, Archives or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Superintendent, Archives or the office concerned is put to any loss / obligation, monetary or otherwise, the Superintendent of Archives 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.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Superintendent of Archives. 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 Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

29. 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.
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Superintendent of Archives. or Office concerned in respect of the persons deployed and submit the same to the prescnoed 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.
31. 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 Superintendent, Archives or office concerned.
32. 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 bills in the succeeding month.
33. 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.
34. 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.
35. 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.