

OFFICE OF THE ADVOCATE GENERAL, ODISHA,
CUTTACK.

**Tender Document for Engagement of
20 (Twenty) Group–D(Multi Tasking
Support Staff) Personnel on
outsourcing basis through Service
Provider Agency**

OFFICE OF THE ADVOCATE GENERAL, ODISHA, CUTTACK

TENDER NOTICE

Bid Reference No.

2654

Date 06.12.2024

Bids in sealed cover are invited under a two-bid system from reputed, well established and financially sound Manpower Service Providers to provide services of Group-D (Multi Tasking Support Staff) personnel on contract outsourcing basis for day to day court work orderly work and office work in the office of the Advocate General, Odisha, Cuttack. The details of the bidding process are as follows.

SI No.	Bidding schedule	Deadline
1.	Date of issue of Tender Document	06.12.2024
2.	Bid Due Date and Time	20.12.2024
3.	Opening of Technical Bids	23.12.2024
4.	Opening of Financial Bids of eligible Bidders	26.12.2024
5.	Likely date for commencement of deployment of Required manpower	01.01.2025

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 "**Tender for Providing Manpower Services to Office of the Advocate General, Odisha, Cuttack**" must reach the undersigned on or before 5 P.M. of 20.12.2024 by *speed post / registered post / courier* & can also be directly submitted at the Establishment Section of the Office of the Advocate General, Odisha, Cuttack.

The bid documents containing eligibility criteria, scope of work, term and conditions of the tender and draft agreement can be downloaded from the official website of The Office of the Advocate General, Odisha, Cuttack.

Complete address for submission of bid.

The Special Officer,

Office of the Advocate General, Odisha, Cuttack

Orissa High Court Campus,

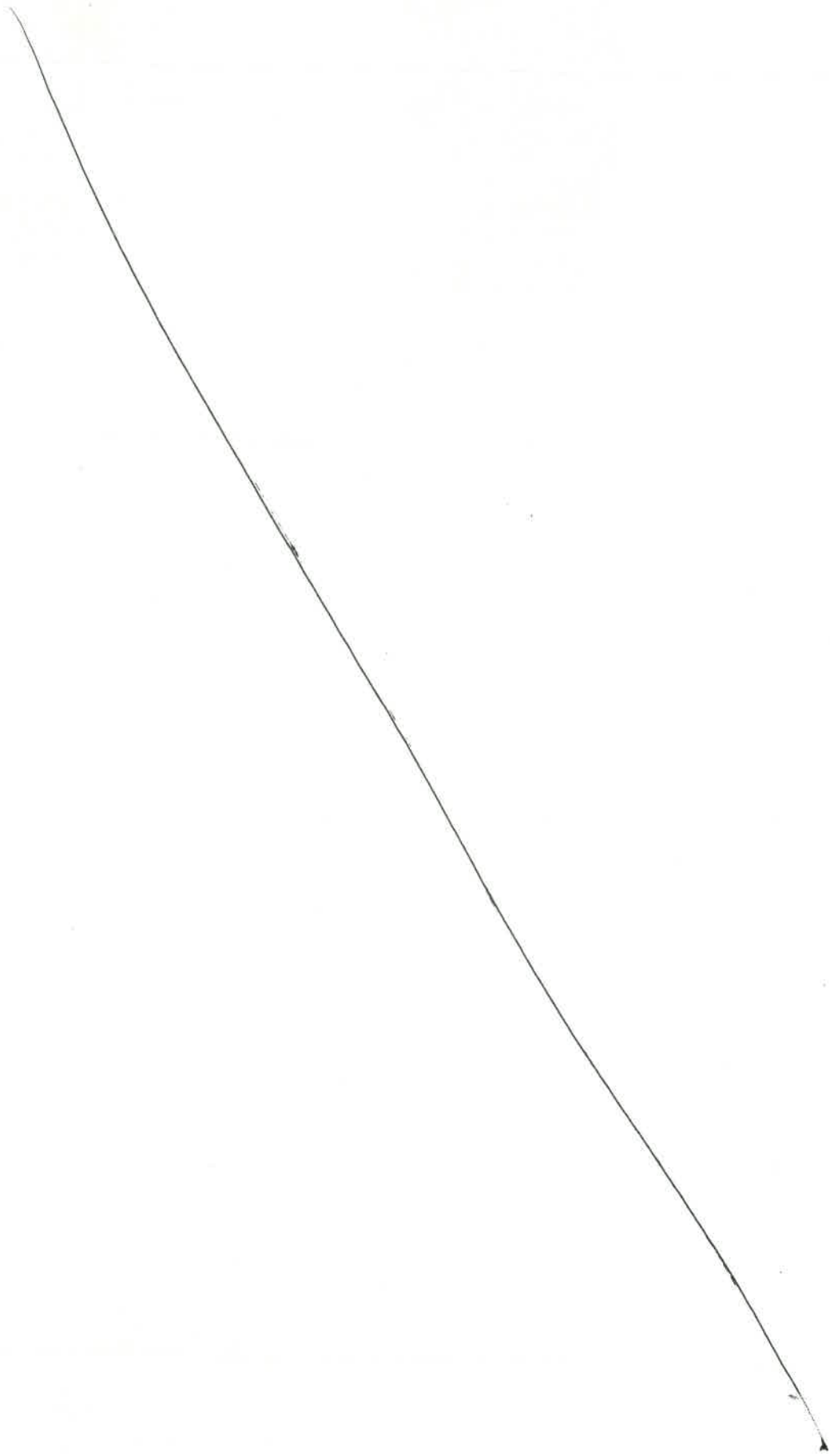
PO- Chandinichowk,

Cuttack-753002

By Order of

Advocate General

R. Chandra Prasad
06/12/2024
Special Officer
of the Advocate General
Odisha, Cuttack
Special Officer



OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

H.F
Memo No. 2655 Dt. 06/12/2024

Copy with soft copy of notice and tender document forwarded to Private Secretary (IT) for information and necessary action. He is directed to upload the above tender document in the official website of the office of the Advocate General, Odisha for information of the public and to download the same if required.

Bharya,
06/12/24
Special Officer
Special Officer
O/o the Advocate General
Odisha, Cuttack

INDEX

Sl. No.	Section	Description	Page
1.	Section-I	Instruction to Bidders	5-9
2.	Section-II	Scope of the Work	10
3.	Section-III	General Term and Conditions	11-15
4.	Section-IV	Documents to be provided with the technical Bid	16
5.	Section-V	Technical Bid	17-24
6.	Section-VI	Financial Bid	25-26
7.	Section-VII	Bid Submission Checklist	27-28
8.	Section-VIII	Performance Bank Guarantee Format	29
9	Section-IX	Contract Agreement	30-36

SECTION-I

Instruction to Bidders

A. General Information:

1. The Office of the Advocate General, Odisha requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Group-D(MTSS) personnel on contract outsourcing basis for day to day Court Work and office work in the Office of the Advocate General, at Cuttack.
2. The period of contract for providing the aforesaid manpower is likely to commence from 01.01.2025 and would continue till 31.01.2025. The period of the contract may be further extended subject to satisfactory performance and mutual agreement. The period of contract may be curtailed/ terminated before 31.12.25 owing to deficiency in service or sub-standard quality of manpower deployed by the selected Service Provider. The office of the Advocate General, Odisha, however, reserves the right to terminate the initial contract at any time after giving 30 days notice to the selected Service Provider.
3. The interested bidder may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed on or before preparation and submission of the bid.
4. The contract for providing manpower shall be terminated, if the selected bidder fails to provide the manpower having expertise in court works and in office work viz attending the State Law Officers in the Orissa High Court, carrying case records from the residential office of the Law Officers to court or to office of the Advocate General and work in the different Judicial/ Administrative sections of this office etc.
5. The Advocate General, Odisha, Cuttack presently has a tentative requirement of 20 (Twenty) nos. of Group-D(MTSS) personnel. The number of persons may increase or decrease subject to future requirements of the office.
6. The Minimum estimated cost of the contract is Rs.41,59,500/-(Rupees Forty One Lakh Fifty Nine Thousand Five Hundred)only for whether for One year including applicable taxes, statutory dues and minimum service charges.

7. Eligibility Criteria

SI No.	Eligibility Criteria	Supporting documents to be Furnished along with 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 Registered under the Limited Liability partnership Act 2008 	Certificate of Incorporation / Registered
2.	The bidder must have at least Five years in business (up to the last date of submission of bid) for providing similar type of services to Central/ State Government / Autonomous Bodies/ Agencies / Societies/Corporate bidders/Judicial Offices)	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 BBSR/CTC.	Valid address proof of the office. Please attach a copy of the electricity bill/land telephone etc.
4	Must have an average annual financial turnover of Rs. 2 Crores (Rupees Two Cores) from outsourcing manpower business during the last three financial years as on 31.03.2024. (2021-22) (2022-23) (2023-24).	Copies of audited income/Expenditure statement & balance sheet for the concerned period.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the first page of passbook & transaction for the last six months.
6	The agency should not have been black listed by any Central / State Govt. or any other public sector undertaking or corporation as on date of this RFP.	An undertaking to this effect to be furnished by the bidder as per the prescribed format
7	Must not have any pending judicial proceeding 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.
8	Other statutory documents.	Copies of <ol style="list-style-type: none"> PAN Card GSTIN Copies of EPF & ESI Registration Certificate IT returns for the last 3 Assessment years.

B. Submission of Bid

The proposal complete in all respects as specified must be accompanied with a Non-Refundable amount of **Rs. 5,000/- (Five Thousand) Only** towards Bid Processing Fee & Earnest Money Deposit (EMD) of **Rs.2,07,975/- (Rupees Two Lakh Seven Thousand Nine Hundred Seventy Five) Only** in favour of whom whether Special Officer, Office of the Advocate General, Odisha, Cuttak in shape of Demand Draft drawn in any **Nationalized bank** failing which the bid will be outrightly rejected. The bid should be sent through speed post / registered post / courier & can also be directly submitted at the Establishment Section of the Office of the Advocate General, Odisha, Cuttack by **20th December,2024 up to 05.00 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 the due date will be summarily rejected. The EMD of unsuccessful bidders will be refunded without interest after the award of Contract.

The bid has been invited under two bid systems i.e. Technical Bid & Financial Bid. The bidders will submit two separate envelopes superscribing for **Technical Bid** and another for **Financial Bid**. Both sealed envelopes must be kept in a third sealed envelope superscribing "**Tender for Providing Manpower Services to the Office of the Advocate General, Odisha, Cuttack**".

Selected bidder will have to deposit a performance security i.e. **10%** of the contract value within seven working days of the award of contract in the form of Bank Guarantee from any scheduled Bank situated in Odisha in favour of The Special Officer, Office of the Advocate General, Odisha, Cuttack as **per proforma provided in the tender document** for a period of Two months beyond the contract period (i.e The performance bank guarantee must be valid from the date of effectiveness of the contract to a period of two months beyond the period of contract).

In case of claiming any Exemption, Valid Certificate is necessary where the availability of exemption must be recorded in the said Certificate.

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 two 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 renewed accordingly by the selected service provider as per the existing terms & conditions of the tender.

C. List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid:

- 1) Covering letter along with power of attorney on the bidder's letter head.
 - 2) Demand draft in support of Bid processing fee as applicable.
 - 3) Demand draft in support of EMD as applicable.
 - 4) Copy of certificate of incorporation of the firm / agency.
 - 5) Copy of PAN
 - 6) Copy of GSTIN
 - 7) Copies of IT return for the last three assessment years.
 - 8) Copies of EPF & ESI registration number
 - 9) Copy of valid labour licence.
 - 10) Copy of Bank Account Statement of the Agency for the last Six Months
 - 11) Copies of the Income / Expenditure statements along with the balance sheet for the last 3 years.
 - 12) Copies of the work orders from the previous organisations for providing services during the last Five years.
 - 13) Undertaking regarding non-black listing (before an Executive Magistrate)
 - 14) Undertaking regarding non-pending of any judicial proceedings (on bidders letter head)
 - 15) Copy of Valid address proof of the office like copy of the electricity bill/land telephone etc.
 - 16) Copy of Valid Certificate for exemption in EMD & Performance Security (If any).
1. Any deviation from the prescribed procedures / required information / formats / conditions shall result in outright rejection of the bid. Any conditional bid shall be outrightly rejected.
 2. All entries along with the pages in the bid document should be legible, filled in clearly and signed by the authorised representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory should be attached.
 3. The Technical bids shall be opened on the scheduled date and time **at 04.00 P.M on 23.12.2024**, in the of the Advocate General, old building of High Court of Orissa in presence of the Selection Committee and the authorised representatives of the Manpower Service Providers, if any, who wish to be present on the spot at the time of opening of the Bids.
 4. 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.

5. 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.
6. The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms & conditions of the bid documents. In case the lowest bidder is disqualified after selection for any reason, then negotiation will be made with the second lowest (L- 2) bidder for award of contract at L-1 price. If the negotiation with L-2 bidder fails, the Authority shall cancel the bidding process and re-invite the bids for the assignment.
7. The quoted rates shall not be less than the Monthly remuneration fixed /notified by the Govt. of Odisha as per The GA &PG Department Notification No:- GAD-SC-GCS-0225-2023-7982/GAD Dated 07.03.2024 and shall also include all statutory obligations.
8. 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 service of the personnel.
9. The Financial Bid of only those bidders will be opened who would be found successful in the Technical Bid. The date of opening of Financial bids shall be intimated later on after finalization of Tech. Bid in the 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.
10. The Competent Authority of the office of the Advocate General, Odisha reserves the right to annul all bids without assigning any reason.
11. The bids should be serially numbered duly signed by the bidder on each pages of the bid.

SECTION-II
SCOPE OF THE WORK

1. The office of the Advocate General, Odisha requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Group-D (MTSS) personnel on contract outsourcing basis for day to day court work and office work at Cuttack, in the office of the Advocate General.
2. The service provider shall ensure that the Group-D personnel deputed in Court are physically and mentally healthy and not more than 45 years of age or less than 21 years of age.
3. The full particulars of the personnel to be deployed by the service provider including their names and addresses shall be furnished along with testimonials before they are actually deployed for the job.
4. The Manpower Service provider shall ensure that the MTSS personnel should be minimum educational qualification and must be 8th standard.
5. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Police verification of the antecedents of the deployed personnel can be made at the discretion of the office of the Advocate General, Odisha.
6. The Manpower Service provider shall ensure the persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the office. More particularly, the persons deployed in the office of the Advocate General shall be well versed in court work/ office work having experience in any Judicial Establishment/ Office etc.
7. The Manpower Service provider shall ensure deployed persons should have no objection to work in the Office / Court & they shall do whatever official duty they are assigned in the Office of the Advocate General.
8. The Manpower Service Provider while selecting and deploying the manpower in the office of the Advocate General shall keep in mind the availability of the above qualities of the manpower, failing which the contract may be cancelled on the ground of deficiency in service. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

SECTION-III

GENERAL TERMS & CONDITIONS

1. The Agreement shall commence from **01.01.2025 and shall continue till 31.12.2025** 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. The Agreement shall automatically **expire on 31.12.2025** unless extended further by the mutual consent of the Manpower Service Provider and Authority.
2. 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 Authority.
3. The Office of the Advocate General of Odisha, at present, has a tentative requirement of 20 (twenty) nos. of Group-D(MTSS) personnel on urgent basis for day to day Office work and Court work at Cuttack. The requirement of the office of the Advocate General may further increase or decrease, even during the period of initial contract and the agency would have to provide additional manpower services, if required, on the same terms and conditions.
4. For all intents & 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.
5. The service provider must employ personnel as per the criteria given in the tender schedule. Employment of child labour will lead to the termination of the contract. The personnel to be employed should be physically sound to perform the duties.
6. The service provider shall be overall responsible for the manpower deployed for performing the service. The authority shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions / duties or payment towards any compensation.
7. The service provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The service provider shall depute one full time supervisor to supervise the work, and also overall management of the services to be rendered at the office of the authority.
8. The service provider shall be solely responsible for compliance to the provisions of various labour & 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.
9. Service providers 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.

10. The service provider shall maintain personnel file in respect of all the staff who are deployed in the office of the authority. The personnel file should contain the data like Name, Address, date of birth, sex, residential address (temporary / permanent), Bank Account, EPF / ESI, etc.
11. The manpower to be deployed by the Service provider should not have any adverse police records / criminal cases against them. The agency should make adequate enquiries about the character & antecedents of the persons whom they are recommending. An undertaking to this effect must be provided by the manpower service provider prior to signing of the agreement.
12. The service provider will also ensure that the manpower deployed are medically fit and will keep a record 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.
13. 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.
14. The authority shall not be liable for any compensation in case of any fatal injury / death caused to any manpower while performing / discharging their duties / for inspection or otherwise.
15. 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 needed joint inquiry comprising of both parties shall be conducted and as per report responsibility will be fixed.
16. 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 an appropriate amount from the bill of the 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.
17. 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. The Authority will not pay an extra charge for the substitute.
18. The persons engaged in residence shall attend the duty on holidays. The persons deployed in the office will be called on holidays to attend duty if required in case of urgency. They are entitled for special leave as per FDOM No. 30794 dated 06.11.2021.

19. The Group-D (MTSS) personnel deployed in the Residential office shall be required to report for work at 9.00 A.M. Their duty period shall ordinarily not exceed eight hours in a day. The Group-D personnel deployed in the office shall be required to report for work at 9.00 A.M. and will ordinarily remain in duty for eight hours. In case of urgency it may exceed eight hours for which authority will not pay any extra charges.
20. 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.
21. The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights & liabilities under this Agreement to any other agency or organisation. Subcontracting is not allowed under this agreement.
22. The Services Provider shall raise the bill in triplicate along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority.
23. To ensure timely payment of wages, the billing cycle is proposed to be operative from 21st of every month to the 20th of the succeeding month. Absentee Statement shall be generated by the user agency/office latest by 21st of the month. The SPA shall submit the bills within the 23rd of each month. The Hiring Authority shall be under obligation to ensure passing of bills by 26th of the month and release of wages to the SPA latest by 28th of each month. The SPA shall be responsible for transfer of wages/remunerations within the next 48 hours and not later than the last day of every month. The timelines for billing cycle are given in the table below for better clarity:

ACTION	PRESCRIBED TIMELINE	RESPONSIBILITY	ACTUAL DATE OF COMPLIANCE
Date of submission of Absentee Statement	16th day of the month	Special Officer	
Submission of Bills by the SPA	20th day of the month	Service Provider Agency	
Approval of Bills by Department/Authority	25th day of the month	Special Officer	
Transfer of funds to SPAs bank account	28th day of the month	Special Officer	
Transfer of wages to Outsourced employee accounts by SPA.	30th/31st day of the month.	Service Provider Agency	

24. 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.
25. In case of delay in providing required replacement, the amount of penalty calculated at the rate 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.

26. In case of dispute resolution relating to rights / liabilities arising out of the agreement, the same shall be disposed off at the level of Special officer of the office.
27. The engagement of the outsourced person shall be purely on 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.
28. 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.
29. 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.
30. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the office. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider at the time of commencement of such deployment.
31. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions / agreement or suppression of facts will attract termination of contract with one month prior notice to the Service Provider.
32. 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.
33. The authority reserves the right to withdraw or relax any of the terms and conditions 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 a committee to be nominated by the competent Authority, office of the Advocate General, Odisha for their decision and their decision shall be binding on all parties.
35. All disputes shall be brought under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
36. The agreement can be terminated by either party by giving one month's notice in advance. 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.
37. In case of claiming any Exemption, Valid Certificate is necessary where the availability of exemption must be recorded in the said Certificate.
38. In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the office of the Advocate General, is put to any loss/obligation, monetary or otherwise, the office of the Advocate General, Odisha 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.

39. The Technical Bid should be accompanied with Bid Security(EMD), failing which the tender shall be rejected out-rightly.
40. 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.
41. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage Mis-representation of documents/ Information, leads to termination of agreement.
42. The successful bidder will enter into an agreement with the office of the Advocate General, Odisha, Cuttack for supply of suitable and qualified manpower as per requirement of the office of the Advocate General on the above terms and conditions.
43. The service charges for the aforesaid bid should be within 3.85% (minimum) to 07%(maximum)

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

SECTION-IV

DOCUMENTS TO BE PROVIDED INSIDE THE COVER OF THE TECHNICAL BID

1. Application - Technical Bid,
2. Self-Attested Copy of Registration of Agency,
3. Demand Draft of in support of Bid processing Fee,
4. Demand Draft of in support of EMD,
5. Self-Attested copy of the statement of Bank Account of the Agency for the last Six Months,
6. Self-Attested copy of Aadhar/PAN/GIR Card,
7. Self-Attested copy of GSTIN registration certificate,
8. Self-Attested copy of the latest IT return filed by agency for last 3 years,
9. Self-Attested copy of the E.P.F. registration letter / certificate,
10. Self-Attested copy of the E.S.I registration letter / certificate,
11. Self-Attested Copy of valid labour licence.
12. Self-Attested documents in support of the financial turnover of the agency
13. Self-Attested documents in support of entries in column 8-12 of Technical Bid application
14. Authorization Certificate/ power of attorney of Agency
15. Copy of the document showing at least five years " experience in providing manpower **particularly Group-D personnel** to Courts / Tribunals / Government Department, Public Sector Companies/Banks, etc.
16. Self-declaration that the agency is having no criminal antecedent/ no previous unsatisfactory service report/ previously not black listed by any organisation.
17. Self-Attested Copy of Valid address proof of the office like copy of the electricity bill/land telephone etc.
18. Copy of the terms and conditions at pages in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

SECTION-V
TECHNICAL BID
COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

**The Special Officer ,
Office of the Advocate General,
At/Po- Chandinichowk,
Odisha, Cuttack, 753002**

Sub: **Tender for Outsourcing of Group-D(MTSS) Employees in the
Office of the Advocate General, Odisha, Cuttack.**

Dear Sir,

I, The Undersigned, offer to participate in the tender process to provide services for Group-D(MTSS) in accordance with your Tender Notice No: ____, Dated _____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and 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. 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 is found violated, then your office shall have the right to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain.

Designation -

Address of the Bidder -

Yours faithfully,

Authorized Signatory
With Date & Seal

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

APPLICATION-TECHNICAL BID

1.	Name of the Bidder	
2.	Details of Bid Processing Fee : (Demand Draft Details)	DD No.: Date: Amount: Drawn on Bank
3.	Earnest Money Deposit (Demand Draft Details)	DD No.: Date: Amount: Drawn on Bank
4.	Name of the Director	
5.	Full Address of Registered Office.	Postal Address: Telephone Number. FAX No.: E-mail Address:
6.	Name & telephone number of the authorized person signing the bid	Name and Designation: Mobile Number
7.	Bank Name	Account Number: Bank and Branch Name: IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	GSTIN (Attach self attested copy.)	
10.	E.P.F Registration No. (Attach self attested copy)	
11.	E.S.I Registration No. (Attach self attested copy)	
12.	Labour License No. (Attach self attested copy)	
13.	Acceptance to all the terms & conditions of the tender (Yes/No).	
14.	Power of Attorney / authorization letter for signing the of 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 Manpower Service Provider for the last 3(three) Financial Year:		
Financial Year	Amount in lakh	Remarks if any
2021-22		
2022-23		
2023-24		

18. Give details of the 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		Contract amount (In INR)	Duration of Contract	
		Type of manpower provided	No.		From	To

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

Date:

Signature of Authorized Person with Seal

Place

**Full Name-
Mobile No.-
e-mail.ID-**

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____
Proprietor/ Partner/ Director/ authorized signatory of the service provider, mentioned above, and
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 undertaken 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 any false
information/fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

(Signature of Authorised Person with seal)

Place:.....

Date:.....

Enclosures:

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

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

UNDERTAKING

**[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding
non-blacklisting]**

I, hereby undertake that, our organisation 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 recent past.

Yours sincerely,

Authorised Signature

Name and Designation of the Signatory:

Name of the Bidder and Address:

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

UNDERTAKING

**[On the Bidder's Letter Head regarding not have any pending judicial proceedings
for any criminal offences]**

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

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

Yours sincerely

Authorized Signature

Name and Designation of the Signatory:

Name of the Bidder and Address:

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

Power of Attorney

(On Bidders Letter Head)

I, _____, the _____ of (Name of the Agency) in witness where of certify that <Name of The Person> is authorized to execute the attorney on behalf of <Name of The Organisation>, <Designation of The Person> of the company acting for and on behalf of the company under the authority conferred by the <Notification/Authority Order No.> Dated. < date of reference> has signed this power of attorney at <Place> on this day of <Day><Month><Year>.

The signature of <Name of The Person> in whose favour attorney is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of Bidder:

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 at 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 successful in the Technical bid or his authorised representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder as per Rule. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price.**

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

SECTION-VI
FINANCIAL BID
COVERING LETTER

(BIDDER LETTER HEAD)

(LOCATION, DATE)

To

**The Special Officer,
Office of the Advocate General,
At/Po- Chandinichowk,
Odisha, Cuttack, 753002**

Sub: Tender for Outsourcing of Group-D(MTSS) Employees at office of the Advocate General, Odisha, Cuttack”.

Sir,

I, the undersigned, offer to provide the services for 20(Twenty) Group-D(MTSS) Personnel on outsourcing basis 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 & conditions as stipulated in the tender document.

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,

Name and Designation of Signatory with Date and Seal:

Authorized Signatory

[In full and initials]

Address of the Bidder:

APPLICATION - FINANCIAL BID**FOR PROVIDING SERVICES OF 20 GROUP- D(MTSS) PERSONNEL IN THE OFFICE OF THE ADVOCATE GENERAL, ODISHA, CUTTACK**

Name of the Manpower Service Provider:

	Charges per Outsourced Group-D(MTSS) person	Charges for 20 Outsourced Group-D (MTSS) persons
Home remuneration		
E.P.F		
E.S.I.		
Service Charge (3.85 to 7%)		
GST As applicable		
Total		Total
Total Charges for 20 Outsourced Group-D(MTSS) Persons for 1(One) year		

Date:**Signature of authorised person with seal****Place:****Full Name:****Telephone No/Mobile No.:****e-mail ID:**Notes :

1. The total rates quoted by the Service Provider should be inclusive of all statutory tax liabilities in force at the time of entering into contract.

2. The bids with NIL, or very low service charge can be treated as "Non responsive Bid

SECTION - VII
BID SUBMISSION CHECK LIST

SI No.	Description	Submitted (Yes/No)	Page No.
1	TECHNICAL BID (ORIGINAL) Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN/ Aadhar/GIR card		
6	Copy of GSTIN		
7	Copies of Income Tax Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESI certificate		
9	Copy of valid labour license		
10	TECHNICAL BID duly filled in		
11	Financial details of the bidder along with all the supportive documents showing Annual Turnover for the last 3 years.		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities.		
14	Undertaking for not having been black-listed by any Central / State Govt. / any Autonomous bodies during the recent past.		
15	Undertaking for not having any Police case pending against the bidder		
16	Valid address proof of the Office		
17	Valid certificate for exemption (if Any)		
18	Bank Account Statement of the Agency for the last Six Months		
Financial bid (original)			
1	Covering Letter in Bidders Letter head		
2	Duly Filled in Financial Bid		

it is to be ensure that:

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

Authorized Signatory [In full initials]: _____

Name and Designation with Date and Seal: _____

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

SECTION - VIII

PERFORMANCE BANK GUARANTEE FORMAT

To

**The Special Officer,
Office of the Advocate General,
At/Po- Chandinichowk,
Odisha, Cuttack-753002.**

WHEREAS _____ (Name and Address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ Dated. _____ to undertake the service (Description of services) (Hereinafter called "**the Contract**")

AND WHEREAS it has been stipulated by _____ (Name of the Authority) in the said contract that the service provider shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee; **NOW THEREFORE** we hereby affirm that we are Guarantors and responsible to you, on behalf of the service provider up to a total of _____ (amount of the Guarantee in words and figures), and we undertake to pay you, upon first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance Bank Guarantee shall be valid until the ___ day of ___ year. Our Branch at _____ (Name & Address of the Bank) 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 on or before Dated. _____ otherwise the Bank shall be discharged of all liabilities under this guaranty thereafter.

(Signature of the Authorized Officer of the Bank)

CONTRACT
Engagement of Agency for providing 20 (Twenty) Group-D/(MTSS) Personnel
on
Outsourcing Basis
BETWEEN
The Special Officer, O/o the Advocate General, Odisha, Cuttack,
AND
Name of Service Provider

This **CONTRACT** is made on the _____ between, **The Special Officer** (hereinafter called as the “**Authority**”) which expression shall where the context so requires or admits shall also include its successors or assigns of the **one part AND** _____, registered under _____ with its principal place of business at _____ (hereinafter called the “**Manpower Service Provider**”) of the 2nd Part represented by _____, which expression where the context so requires or admits shall also include its successors or assigns of the **other part**.

WHEREAS _____ (the Principal) issued Tender vide Letter No. _____ Dated. _____ to Manpower Service Provider for execution of 20 (Twenty) Group-D/(MTSS) Personnel on outsourcing basis offered its willingness to execute the work as per terms and condition of agreement vide its Letter No. _____ Dated. _____

AND WHEREAS above stated offer and willingness conveyed under Letter _____ Dated _____ by the Manpower Service Provider has been duly accepted by the **Authority** vide its Letter No. _____ dated. _____ for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

Scope of Work:

The Manpower Service Provider shall engage efficient and experienced personnel to render the required service of Group-D(MTSS) at **The O/o the Advocate General, Odisha, Cuttack.**

1. Agreement Period:

This Agreement shall remain valid for a period of 1(one) year effective from **01.01.2025 to 31.12.2025** (both days inclusive).

2. Contract Value:

- a) The total contract value is **Rs.41,59,500/- (Rupees Forty One Lakh Fifty Nine Thousand Five Hundred)only** for one year including applicable taxes, statutory dues and negotiated service charges pertaining to engage efficient and experienced personnel to render the required service of Group-D(MTSS) in The office of the Advocate General, Odisha, Cuttack.

- b) 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 the Authority for Records.
- c) No other terms and conditions put forth by Manpower Service Provider shall be considered for acceptance during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non- performance and the Authority is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

OFFICE OF THE ADVOCATE GENERAL
ODISHA, CUTTACK

3. **Terms of Payment:**

a) **Security Deposit:**

The Manpower Service Provider shall have to deposit an amount of @10% of the contract value within seven working days of the award of contract in the form of Bank Guarantee from any Scheduled Bank situated in Odisha in favour of **The Special Officer O/o the Advocate General, Odisha, Cuttack**. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

b) The office of the Advocate General, Odisha will make payment on the basis of monthly bills furnished by the Service Provider Agency duly certified by Designated Officer. To ensure timely payment of wages, the billing cycle is proposed to be operative from 21st of every month to the 20th of the succeeding month. Absentee Statement shall be generated by the user Agency/Office latest by 21st of the month. The SPA shall submit the bills within the 23rd of each month. The Hiring Authority shall be under obligation to ensure passing of bills by 26th of the month and release of wages to the SPA latest by 28th of each month. The SPA shall be responsible for transfer of wages/remunerations within the next 48 hours and not later than the last day of every month. The timelines for billing cycle are given in the table below for better clarity:

ACTION	PRESCRIBED TIMELINE	RESPONSIBILITY	ACTUAL DATE OF COMPLIANCE
Date of submission of Absentee Statement	16th day of the month	Administrative Officer/ Special Officer	
Submission of Bills by the SPA	20th day of the month	Service Provider Agency	
Approval of Bills by Department/Authority	25th day of the month	Administrative Officer/ Special Officer	
Transfer of funds to SPAs Bank Account	28th day of the month	Administrative Officer / Special Officer	
Transfer of wages to Outsourced employee accounts by SPA.	30th/31st day of the month.	Service Provider Agency	

4. **Authority Representative:**

a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.

b) The Manpower Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of authority, whose names will be intimated by the said authority.

2. Risk & Responsibility:

a) The Manpower Service Provider shall without limit to its obligations and responsibilities will ensure and keep insured its personnel so deployed at **O/o the Advocate General, Odisha, Cuttack** against all liabilities for death and injury whatsoever on account of any accident in the course of performing duty. The Authority will not be responsible and be held liable for any such death, injury or accident 'to the employees' and any other personnel deployed by the Manpower Service Provider. In the event the Authority is made liable to pay any damage or compensation in respect of such employees the Manpower Service Provider shall reimburse such damages or compensation on demand.

b) The Manpower Service Provider shall comply with all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the authority.

c) The Manpower Service Provider shall provide qualified uniformed staff to perform the services. The employees of Manpower Service Provider entering the premises of the Authority shall have proper uniform and shall display identity proof on their person in the course of duty hour.

d) The Manpower Service Provider shall conduct periodic general medical check-up of its employees at its own cost. In the event any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.

e) The Manpower Service Provider shall deploy its authorised representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.

f) The Manpower Service Provider shall ensure that its employees; while carrying out their obligations under the Agreement, observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorised representative of the Authority.

g) "Right man to for Right Job" shall be followed to avoid accidents at the workplace. It shall be the duty of the Manpower Service Provider and Supervisor of the Manpower Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.

3. Statutory Compliances:

a) The Manpower Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Manpower Service Provider shall maintain proper records & documents and produce them to the authorized representative of the **Authority** as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.

b) The Manpower Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.

c) The Manpower Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/ consideration contemplated of this Agreement shall be released by the Authority only upon the Manpower Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.

d) The Manpower Service Provider shall provide First Aid facilities at the work place according to applicable laws.

e) In the event of the Manpower Service Provider failing to comply with any of the provision of the statutes applicable to it resulting in the Principal incurring any expenditure thereafter including facing litigation, the Manpower Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the Authority. The Authority may take appropriate action to recover the same from the Manpower Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through the appropriate court of law having jurisdiction at Cuttack.

4. Liability and Indemnity:

The Manpower Service Provider shall be responsible and liable for and shall indemnify the authority and keep the office of the Advocate General, Odisha, Cuttack safe and harmless at all time against:

a) any and all claims, liabilities, damages, losses, costs, charges. expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Authority directly or indirectly by reasons of.

I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Manpower Service Provider or its facility staff.

II. any theft, robbery, fraud or other wrongful action or omission by the firm and /or any of its facility staff.

5. **Limitation of Liability:**

In any case the liability of the service provider shall not exceed 10% per occurrence.

6. **Sub-Contracting:**

The Manpower Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent Authority in case of emergency requirements.

7. **Loss/ Theft / Damage:**

The Manpower Service Provider shall be responsible for any losses, theft, damages caused to properties belongs to the Authority because of any act of negligence, commission or omission of its employees while discharging their duties.

8. **Exclusion of Consequential Loss:**

The Manpower Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

9. **Breach of Agreement, Penalty & Termination of Agreement:**

a) **Breach of Agreement:**

In case of breach of Agreement or default by the Manpower Service Provider, the Authority shall have a right to forfeiture of security deposit, legal action for recovery of money with liberty to the **Authority** to terminate the agreement.

b) **Penalty:**

i. A quality check procedure will be developed by the Authority against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Manpower Service Provider.

ii. Where there is non-performance/ unsatisfactory/ sub-standard performance of its obligation in the part of the Manpower Service Provider, the Authority shall give a written notice of the default and or omission or commission and the Manpower Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

iii. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the Authority shall have the right to deduct the following amount from the monthly bill of the Manpower Service Provider for non- performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

c) **Termination of Agreement:**

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the Authority shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly, **the Manpower Service Provider** shall have the right to terminate the contract in case the Authority fails to pay the admissible more than 3 occasions in a calendar year.

10. Force Majeure:

Neither party shall be responsible for any damage caused by natural calamities like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc. The later five events, whether occurred or not, shall be decided by the Authority and such decision can't be questioned in any court of law.

11. Jurisdiction:

The office of the Advocate General, Odisha, Cuttack shall have authority to decide any dispute or litigation between the parties hereto or before any appropriate Court of Law having jurisdiction at cuttack, as the case may be.

Documents:

The following documents attached hereto shall be deemed to be form an integral part of this Contract:

1. Scope of Work (Section-II of Tender Document)
2. General Terms and Condition (Section-III of Tender Document)
3. Payment Term

Signature of Authorized Representative

(Authority)

(Manpower Service Provider)

Witnesses:

On behalf of Authority

1.

2.

On behalf of Manpower Service Provider

1.

2.