

**OFFICE OF THE PRINCIPAL**  
**Biju Patnaik Film & Television Institute Of Odisha**  
**BOSE Campus, SCB Medical College Road. Cuttack-753007.Odisha.**  
**Tel: 0671-2413968, E-mail:bpftio123@gmail.com, www.bpftio.org**

Tender Notice No.: 116

Dated: 8/2/2020

**TENDER CALL NOTICE**

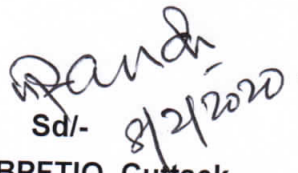
Sealed Tender are invited from reputed Manpower Agencies / Service Provider to provide the services of Manpower on outsourcing basis for day to day official work and watch and ward of BPFTIO, Cuttack.

Tender should be accompanied with refundable Earnest Money Deposit (EMD) of **Rs. 10,000/- (Rupees Ten Thousand Only)** in shape of Demand Draft in favour of Principal, BPFTIO, Cuttack on any Nationalized Bank payable at Cuttack.

The Tender Document can be downloaded from the website ([www.bpftio.org](http://www.bpftio.org)). The cost of tender document is **Rs.1050/-** which should be submitted in shape of Demand Draft in favour of Principal, BPFTIO, Cuttack drawn on any Nationalized Bank payable at Cuttack along with the tender documents, failing which the tender shall be rejected.

The last date and time for submission of tender document is **26/02/2020 by 01.00 PM** at office Principal, BPFTIO, Cuttack. The tender submitted by Speed Post / Registered Post / Courier / Can be deposited physically in the office of the Principal BPFTIO, BOSE Campus, SCB Medical College Road ,Cuttack -753007.

The Principal BPFTIO, Cuttack reserves the right to cancel all bids without assigning any reason.

  
Sd/-  
Principal, BPFTIO, Cuttack.

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. BPFTIO, Cuttack, Odisha requires the Services of reputed, well established and financially sound Manpower Service Providers to provide Manpower services on outsourcing basis for day to day work of the office.
2. The contract for providing the aforesaid manpower is normally for one year. The period of the contract may be further extended beyond one year provided the requirement of the BPFTIO, Cuttack for manpower persists at that time or may be curtailed/ terminated before end of contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the BPFTIO, Cuttack requirements. The BPFTIO, Cuttack, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This BPFTIO, Cuttack has tentative requirement.
  - Data Entry Operator
  - Office Attendant
  - Office Assistant
  - Librarian
  - Security Guards
4. The estimated cost of the contract is Approx. Rs.12,00,000/-per annum (Approx.)
5. The interested Manpower Service Providers should submit the tender document in all respects along with refundable Earnest Money Deposit (EMD) of Rs. 10,000/- and other requisite documents by 26/02/2020 upto 01.00 PM at BPFTIO, Cuttack. The bidders should download the tender document from website and enclose a separate bank draft of Rs.1050/- drawn on any nationalized bank in favour of Principal, BPFTIO, Cuttack, on any Nationalized Bank Payable at Cuttack along with the tender documents, failing which the tender shall be rejected.
6. The various crucial dates relating to "Tender for Providing Manpower Services to the BPFTIO, Cuttack" are cited as under;
  - a) Period of issue of Tender Document : 10-02-2020
  - b) Date and Time for submission of tender Document : By 26-02-2020, 1PM
  - c) Date and time for opening of Tender Document : 26-02-2020, 3PM
  - d) Likely date for commencement for deployment manpower : 01-03-2020
7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to BPFTIO" and "Financial Bid for Providing Manpower Services to BPFTIO". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to BPFTIO". The tender submitted by Speed Post / Registered Post / Courier / Can be deposited physically in the office of the BPFTIO, BOSE Campus, SCB Medical College Road, Cuttack -753007.
8. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only), refundable (without interest), should be necessarily accompanied with the Tender of the Service provider in the form of Demand Draft drawn in favour of "Principal BPFTIO, Cuttack" failing which the tender shall be rejected summarily.
9. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of "Principal BPFTIO, Cuttack" covering the period of contract. In case, the contract is

further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

10. The conditional bids shall not be considered and will be out rightly rejected in very first Instance.
11. All entries in the tender form should be legible and filled clearly. If, the space for furnishing Information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid -II. In Such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid -I must be initiated by the person authorized to sign the tender bids.
12. The Tender shall be opened on the scheduled date and time **at 03.00 PM on Dt. 26/02/2020**, in the office room of Principal BPFTIO, Cuttack, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
13. The Principal BPFTIO, Cuttack reserves the right to cancel all bids without assigning any reason.

#### **TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

The tendering manpower service provider should fulfill the following technical specifications:

- (a) The bidder should be a Proprietary firm /Partnership firm/ Company registered with the appropriate registration authority for at least five years.
- (b) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the BPFTIO, Cuttack since last three year.
- (c) They should have experience in providing Manpower Services to (Central / State) Government / PSU Departments, since last three years.(Provide at least 50 Employees)
- (d) They should have their own Bank Account;
- (e) The firm/agency should have PAN No. in their firm name.
- (f) The firm/agency should be registered with Goods & Service Tax Department.
- (g) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts in their firm name.
- (h) They should be registered with Labour Department, i.e. License under Contract Labour (Regulations and Abolition) Act, 1970 in their firm name.
- (i) Annual Turnover of the service provider should be 50.00 Lakhs in last three year.
- (j) There should be no case (either criminal or litigation) pending with the police against the Proprietor firm /Partner firm / Company and all person (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
- (k) They should have register with Home Department for Private Security License Certificate/submit affidavit for submission of license within one month.

#### **TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN BOSE, CUTTACK**

1. She/he should be above 18 years of age and not exceeding 50 years.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline. The Data Entry Operator should have a speed of 40 word per minute in English and should be well conversant with computers and essentially well trained in Window, MS office, Internet and LAN function. Minimum Educational Qualification for Librarian –Bachelor in Library science, Office assistant- graduation in any discipline,Office attendant-ITI/10<sup>th</sup> pass. Security guards should have 3 years experience as Security guard in any recognized firms.

**TECHNICAL BID- I**

1. Name of Tendering Manpower Service Provider: .....
2. Details of Tender Fee Deposit:  
DD No.....date.....of Rs..... drawn on Bank.....
3. Details of Earnest Money Deposit:  
DD No.....date.....of Rs..... drawn on Bank.....
4. Name of Proprietor/Partner/ Director: .....
5. Address of Tendering Manpower Service Provider:
  - Registered Office: .....  
E-mail id: .....Telephone/ FAX No.: .....
  - Operating/Branch Office: .....  
E-mail id: ..... Telephone/ FAX No.: .....
6. Name & telephone no. of Authorized officer/ person to liaise with Field Office(s): .....  
.....
7. Name & Telephone Number of Banker of the Manpower Service Provider:  
.....
8. PAN / GIR No.: .....
9. GST Registration No. : .....
- 10.EPF Registration No.: .....
- 11.ESI Registration No.: .....
- 12.Financial turnover of the tendering Manpower service provider.

Financial Year	Amount (Rs. Lakh.)	Remarks, if any
2017-2018		
2018-2019		
2019-2020		

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

Date:  
Place:

Signature of authorized person  
Full Name:  
Seal

**ANNEXURE-B**

**Financial Bid-II**

(For Providing Manpower Assistance to Principal BPFTIO, Cuttack, Odisha)

1. Name of tendering Manpower Service Provider: .....
2. The Bidder shall give the Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.
3. Rate per person per month (8 hours per day) for each category of manpower will be submitted in the prescribed format given below.

**Monthly Rate per Person**

Sl. No.	Manpower Type	Take home remuneration (Rs.)	Employer EPF Share @ 13% (Rs.)	Employer ESI Share @ 4.75% (Rs.)	Other statutory dues if any (Rs.)	Service charge (Rs.)	Goods & Service Tax (Rs.)	Total Per person(Rs.)
1.								

**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 end of the calendar month only for which duty has been performed by each man power.

Date:  
Place

Signature of authorized person  
Full Name:  
Seal

## **TERMS & CONDITIONS**

### **GENERAL**

- 1) The Agreement shall commence from the date of placing of order for a period of one year 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 completion of one year unless and otherwise extended further by the mutual consent of the Manpower Service Provider and the BPFTIO, Cuttack.
- 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 BPFTIO, Cuttack.
- 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.
- 5) The requirement of the Manpower may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
- 6) The Manpower Service Provider will be bound by the details furnished by it to the BPFTIO, Cuttack 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 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 in office shall be required to report for work at 10.00 AM & shall work under the Officer as may have been kept in charge of the Office and would leave at 6.00 P.M. and may also require to work beyond 6.00 PM in exigency 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 nominate a coordinator who shall be responsible for immediate interaction with the BPFTIO, Cuttack so that optimal services of the persons deployed could be availed without any disruption.
- 10) The entire financial liability in respect of manpower services deployed in the BPFTIO, Cuttack or office concerned shall be that of the Manpower Service Provider and the BPFTIO, Cuttack 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 show such evidence as may be required by the BPFTIO, Cuttack or Office concerned.
- 11) 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 BPFTIO, Cuttack or Office concerned.

- 12)** The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The BPFTIO, Cuttack 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 BPFTIO, Cuttack or Office concerned and an Authorized representative of the Manpower Service Provider.
- 13)** The BPFTIO, Cuttack 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.
- 14)** 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.
- 15)** 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.
- 16)** 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.
- 17)** The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.\*
- 18)** 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 and the proof of such deposit shall submitted as and when required by the BOSE, Cuttack.
- 19)** The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 20)** 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 BPFTIO, Cuttack or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.



## **LEGAL**

- 21) 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 path 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.
- 22) 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 BPFTIO, Cuttack or office concerned. The BPFTIO, Cuttack or office concerned shall have no liability in this regard.
- 23) The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the BPFTIO, Cuttack 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 BPFTIO, Cuttack or office concerned.
- 24) The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the BPFTIO, Cuttack or office concerned or any other authority under law.
- 25) In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the BPFTIO, Cuttack or the office concerned is put to any loss / obligation, monetary or otherwise, the BPFTIO, Cuttack 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.
- 26) 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 BPFTIO, Cuttack 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 BPFTIO, Cuttack or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

## **FINANCIAL**

- 27) The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rupees 10,000/- in the form of Demand Draft drawn in favour of Principal, BPFTIO, Cuttack failing which the tender shall be rejected out rightly.
- 28) The Earnest Money Deposit in respect of the agencies which do not qualify in the Tender, shall be returned to them without any interest. In case of successful tenderer if, the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
- 29) The successful tender will have to deposit a Performance Security Deposit of **Rs. 50,000/- (Rupees fifty thousand Only)** only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

**30)** 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.

### **PAYMENT TERM**

**31)** The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by this office in respect of the persons deployed and submit the same to the Principal BPFTIO, Cuttack in the first week of the succeeding month.

**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.

**36)** The successful bidder will enter into an agreement with this BPFTIO, Cuttack, for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

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

1. List of Manpower short-listed by agency for deployment in BPFTIO, Cuttack, Odisha.
2. Containing full details i.e. date of birth, marital status, address, educational qualification etc.
3. Bio-data of all persons indicating the permanent, temporary address, color photograph and telephone number.
4. Undertaking form from the person concerned.
5. Any other document considered relevant.

## AGREEMENT

This Agreement is made on this .....day of ..... 2020

Between

The Principal, BPFTIO, Cuttack, Odisha here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also includes its successors or assignees of the one part;

And

M/s.....here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of "....." are required in BPFTIO, Cuttack/Office;

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

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

Now this agreement witnesses as below:-

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

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

Signature of the Contractor

Signed and delivered

Name/ Address of the Contractor

For and on behalf of BPFTIO, Cuttack

In the presence of witness:

1. Signature:

Name:

Designation:

Address:

1. Signature:

Name:

Designation:

Address:

## **ANNEXURE TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from.....(date) and shall continue till .....(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 (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 10.00 AM & shall work under the Officer as may have been kept in charge of the Office and would leave at 6.00 P.M. and may also require to work beyond 6.00 PM in exigency 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. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the BPFTIO, Cuttack so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the BPFTIO, Cuttack or Office concerned shall be that of the Manpower Service Provider and the BPFTIO, Cuttack 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 show such evidence as may be required by the BPFTIO, Cuttack or Office concerned.
10. 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 BPFTIO, Cuttack or Office concerned.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The BPFTIO, Cuttack 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 BPFTIO, Cuttack or Office concerned and an Authorized representative of the Manpower Service Provider.

- 12.** The BPFTIO, Cuttack 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.
- 13.** 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.
- 14.** In case of termination of this Agreement on its expiry or otherwise, the persons deployed by that, Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 15.** 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.
- 16.** The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if, required under the Act.
- 17.** 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.
- 18.** The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 19.** 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 BPFTIO, Cuttack or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 20.** 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.
- 21.** 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 BPFTIO, Cuttack or office concerned. The BPFTIO, Cuttack or office concerned shall have no liability in this regard.
- 22.** The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the BPFTIO, Cuttack 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 BPFTIO, Cuttack or office concerned.

- 23.** The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the BPFTIO, Cuttack or office concerned or any other authority under Law.
- 24.** In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the BPFTIO, Cuttack or the office concerned is put to any loss / obligation, monetary or otherwise, the University 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.
- 25.** 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 BPFTIO, Cuttack 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 BPFTIO, Cuttack or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 26.** 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.
- 27.** The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by this office in respect of the persons deployed and submit the same to the Principal BPFTIO, Cuttack in the first week of the succeeding month.
- 28.** 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.
- 29.** 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.
- 30.** 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.
- 31.** 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.
- 32.** The manpower service provider shall follow the minimum rates of wages of the Labour & ESI department, Finance department Government of Odisha from time to time.

## CHECK LIST

ENVELOPES	DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID	YES/NO
<b>TECHNICAL OFFER (NO FINANCIAL DETAILS)</b>	1. Filled in Format for Technical Offer ( <b>Annexure-A</b> )	
	2. Non refundable Bank Draft for ₹.1050 /- drawn in favour of "Principal, BPFTIO, Cuttack", payable at Cuttack; on any Nationalized Bank as Tender Fees.	
	3. Refundable Bank Draft for ₹.10000 /- drawn in favour of "Principal, BPFTIO, Cuttack", payable at Cuttack; on any Nationalized Bank as EMD.	
	4. Self attested copy of Firm/Company Registration Certificates.	
	5. Self attested copy of GST Registration Certificate.	
	6. Self attested copy of Firm/Company PAN with last 3 year IT Returns (Assessment Year 2016-17, 2017-18, 2018-19)	
	7. Self attested copy of valid Labour License certificate under contract Labour (Regulations and Abolition) Act,1970	
	8. Self attested copy of EPF Registration Certificates with up to date payment (Last month payment copy enclosed) [Provide at least 50 Employee-(Enclose last month EPF ECR copy)]	
	9. Self attested copy of ESI Registration Certificates with up to date payment (Last month payment copy enclosed)	
	10. Copy of Audited Balance Sheet of Firm/Company Last three years (Financial Year 2017-18, 2018-19, 2019-20)	
	11. Experience in providing Manpower Services to (Central / State) Government / PSU Departments since last three years.	
	12. Copy of Registered/Branch/Project office in the jurisdiction of BPFTIO, Cuttack at least 3 year.	
	13. The service provider have to submit the affidavit (on original stamp paper) with the following clauses: 1. Our organization has not been black listed by any organization. 2. Our organization does not have any legal suit / Criminal case pending against it for violation of any law. 3. Our organization agrees to abide by all terms & Condition of tender. 4. Not to sublet/ associate/ collaborate the work to third party agency.	
	14. Self attested copy of valid Private Security License certificate under Home Department.	
	15. Duly signed of all pages of tender documents as acceptance.	