

Government of Odisha  
Biju Patnaik State Police Academy,  
Ranasinghpur, Bhubaneswar-751019  
Phone : 0671-2470365 Email : dirbpspa.orpol@nic.in

**Tender Call Notice No. 2412 / BPSPA  
Dated 01.06.2020**

Sealed Tenders are invited from reputed registered manpower agencies/ service provider firms to provide the services of various categories of manpower like Computer Trainer, Computer Instructor, Cook, Vistry, Hospital Attendant etc. for Biju Patnaik State Police Academy, Bhubaneswar and Police Training Institute, Jajpur At/PO : Byree-Solara.

The detailed information for outsourcing the services of aforesaid manpowers is available in the tender document uploaded in the website [www.bpspaorissa.gov.in](http://www.bpspaorissa.gov.in) of the Academy. The tender papers may be obtained in person from the Office of the Addl. D.G. of Police Training and Director, Biju Patnaik State Police Academy, Bhubaneswar after depositing **Rs.600/-** in shape of Bank Draft/ Postal Receipt/ Cash towards the cost of Tender Paper on any working day between **10 AM to 5 PM till 16.06.2020** or it may be downloaded from the Academy website [www.bpspaorissa.gov.in](http://www.bpspaorissa.gov.in) or Odisha Police website [www.odishapolice.gov.in](http://www.odishapolice.gov.in). In case of downloaded tender document, a Bank Draft worth of Rs.600/- may be attached with the tender documents while submission. The interested bidders should submit the tender papers alongwith all supportive documents in person/ by registered post/ speed post to the undersigned on or before **1 PM on 17<sup>th</sup> June, 2020**. The sealed Tender Papers will be opened at **4 PM the same day 17.06.2020** in the presence of the bidders or their authorized representatives. Incomplete bid(s) will be summarily rejected. The authority will not be responsible for any postal delay. The undersigned reserves the right to reject any or all tenders without assigning any reason thereof.

Addl.DGP, Trg. & Dir., BPSPA,  
Odisha, Bhubaneswar.

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**Government of Odisha**  
**Office of Additional Director General of Police (Training) and Director,**  
**Biju Patnaik State Police Academy,**  
**Ranasinghpur, Bhubaneswar-751019**  
**Phone : 0671-2470365 Email : dirbpspa.orpol@nic.in**

## **TENDER DOCUMENT**

Tender Call Notice No. 2412 / BPSPA  
Dated 01.06.2020

**For providing services of various categories of manpower, viz., Computer Trainer, Computer Instructor, Data Entry Operator, Daftary, Follower Orderly, Cook, Vistry, Hospital Attendant, Barber, Dhobi, Parade Ground Attendant and Class Room Attendant for Biju Patnaik State Police Academy, Bhubaneswar and Police Training Institute, Jaipur At/PO : Byree-Solara. by Manpower Service Provider firm/ agency.**

- (a) Period of issue of Tender Document : **02.06.2020 to 16.06.2020**  
(On working days from 10 AM to 5 PM)
- (b) Date and time of submission of Tender Document : **02.06.2020, 10 AM to 17.06.2020, 1 PM.**
- (c) Date and time for opening of
- (i) Sealed Tender Papers : **17.06.2020 at 4 PM**
  - (ii) Technical Bids : **17.06.2020 at 5 PM**
  - (iii) Venue : Conference Hall No. 2 of Biju Patnaik State Police Academy

NB : The participating bidders or their authorized representative(s) may remain present during opening of the sealed Papers/ Bids observing all norms of Covid-19 guidelines of the Government. The representatives will bring the letter of authorization of the firms. The venue may be shifted to Auditorium in case of large number of bidders.

- (d) Likely date for commencement of services of the required manpower : **01.07.2020**

The tender document should be submitted by speed post / registered post or in person in the Office of the undersigned. Tender submitted by courier service or any other mode will not be accepted. The authority will not be responsible for any postal delay. The undersigned reserves the right to reject any or all tenders without assigning any reason thereof.

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS :**

1. The Addl. D.G of Police Training and Director, Biju Patnaik State Police Academy, Odisha, Bhubaneswar-751022 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of (i) Computer Trainer, (ii) Computer Instructor, (iii) Data Entry Operator, (iv) Daftary, (v) Follower Orderly, (vi) Cook, (vii) Visty, (viii) Hospital Attendant, (ix) Barber, (x) Dhobi, (xi) Parade Ground Attendant and (xii) Class Room Attendant for Biju Patnaik State Police Academy, Bhubaneswar and Police Training Institute, Jajpur At/PO : Byree-Solara for day to day official work.
2. The tentative requirement of manpower of various categories is as follows:

Sl. No.	Name of the post	Number of post	For BPSPA, Bhubaneswar	For PTI, Byree, Jajpur
1	Computer Instructor	1	Nil	1
2	Data Entry Operator	1	Nil	1
3	Computer Trainer	2	2	Nil
4	Daftary	1	Nil	1
5	Follower Orderly	5	5	Nil
6	Visty	8	4	4
7	Cook	8	4	4
8	Hospital Attendant	1	1	Nil
9	Barber	1	1	Nil
10	Dhobi	2	2	Nil
11	Parade Ground Attendant	2	Nil	2
12	Class room Attendant	2	Nil	2
	Total	34	19	15

**NB : The requirement of the above mentioned manpower is likely to increase or decrease at any time during the period of contract depending upon the availability of fund or requirement of the Department.**

3. The contract/ work order for providing the aforesaid manpower is for **one year**. The period of the contract/ work order may be further extended beyond **period of one year from time to time** upto a period of two years provided the requirement of the Department for manpower persists at that time and subject to the satisfactory services by the firm. The contract/ work order may be curtailed/ terminated before **expiry of one year of the initial contract** owing to deficiency in services or substandard quality of manpower deployed by the selected Service Provider or failure to deposit the monthly statutory dues of EPF and ESI of employer's and employee's share regularly and in time or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial or extended contract at any time after giving 15 days' notice to the selected Service Provider.

4. The annual estimated cost of the contract is **Rs. 41,00,000/-**.
5. The tender has been invited under two Bids systems i.e **Technical Bid & Financial Bid**. The Technical Bids and Financial Bids are to be detached from the Tender Documents and submitted in two separate sealed envelopes super scribing “**Technical Bid for providing Manpower Services, 2020-21**” for Technical Bid and “**Financial Bid for providing Manpower Services, 2020-21**” for Financial Bid. Both the sealed envelopes should be kept in a third sealed envelope super scribing “Tender Documents for providing Manpower Services, 2020-21” vide the Tender Call Notice No. 2412 dt. 01.06.2020. If the Technical Bids and Financial Bids are kept in one sealed cover, the Bids are liable to be rejected.
7. The Earnest Money Deposit (EMD) of **Rs 2,05,000/-** (Rupees two lakh five thousand only), refundable immediately (without interest) must be deposited with the Technical Bid in the form of Demand Draft / Pay Order drawn in favour of Addl. D.G. of Police, Training & Director, BPSPA, Bhubaneswar. The bids without EMD will be rejected outrightly.
8. The successful bidder will have to deposit a Performance Security Deposit of **Rs.4,10,000/- (Rupees four lakh ten thousand only)** in the form of FDR or Bank Guarantee from any Nationalized Bank drawn in favour of Addl. D.G of Police Training and Director, BPSPA, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR/ Bank Guarantee will have to be renewed by the firm accordingly.
10. The participating bidders/ firms are required to enclose the following documents/ copies of documents (self attested) along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered any further. Furnishing false documents/ affidavits will render the contract void *ab initio* or anytime thereafter and invite penal action.**
  - a. Copy of Certificate of Registration/ Incorporation of the firm,
  - b. Copy of PAN No.
  - c. Copy of GST No.
  - d. Copy of the IT Returns filed for the last three financial years 2017-18, 2018-19 & 2019-20,
  - e. Copies of EPF and ESI certificates,
  - f. Copy of the Service Tax Registration Certificate,
  - g. EMD amount as specified above,
  - h. Certified Bank Account statement for FY 2017-18, 2018-19 & 2019-20,
  - i. Certified Documents in support of financial turnover of the agency for FY 2017-18, 2018-19 & 2019-20,
  - j. Copies of work orders/ contract/ performance certificate of supplying/ providing manpower to different govt./ semi govt. organizations/ PSUs in last three financial years (2017-18, 2018-19 & 2019-20) and current Financial Year 2020-21.

- k. A self declaration in the shape of affidavit in stamp paper that the firm has never defaulted in deposit of the monthly statutory dues of EPF and ESI of employer's and employee's share of the workmen deployed/ engaged by it in time and no case is pending with any labour officer/ court in respect of any such default.

1. Any other documents, the firm may consider to highlight its performance.

**NB: Timely and regular deposit of the monthly statutory dues of EPF and ESI of employer's and employee's share of the workmen deployed/ engaged by the firm is of prime concern of the Department and defaulters in this regard are discouraged to participate in the tender process.**

11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
12. All entries in the tender form should be legible and filled up clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, overwriting or cutting, if any, in the Technical Bid Application must be initialed by the person signing the tender bids as above.
13. The Sealed Tender Papers shall be opened at **4 PM on 17.06. 2020** in the **Conference Hall No. 2, BPSPA, Bhubaneswar** followed by sealed Technical bids at 5 PM in the presence of the bidders/ their duly authorized representatives observing all norms of Covid-19 guidelines of the Government. The representatives will bring the letter of authorization of the firm. The venue may be shifted to Auditorium in case of large number of bidders. This shall be treated as notice for opening Tender Papers/ Technical Bids and no separate notice will be issued to the individual bidders.
14. The Financial Bid of only those bidders who are selected by Technical Committee will be opened.
15. The date of meeting of Technical Committee, opening of Financial Bids and meeting of Purchase Committee will be intimated in due course.
16. The Competent Authority reserves the right to annul any or all bids without assigning any reason thereof.

**TECHNICAL REQUIREMENTS FOR THE MAN POWER  
SERVICE PROVIDING FIRMS/ COMPANIES TO PARTICIPATE IN THE  
TENDER**

1. The manpower service providing firms/ companies should fulfill the following technical specifications:
  - a. The registered office or one of the branch/local offices of the manpower service provider must be located within Bhubaneswar for seamless coordination as the service required spread over to one year.
  - b. They should be registered with the appropriate registration authorities.
  - c. They should have at least 3 years' experience in providing **manpower services of similar nature** to Government Departments, semi-govt. organization, Public Sector Companies/ Banks, etc .
  - d. They should have their own Bank Account.
  - e. They should be registered with Income Tax and Service Tax departments.
  - f. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - g. They should have any other regulatory clearance that is required for providing manpower services to the State Government Departments.
  - h. The firms may be free of litigations between partners.
  - i. They should have annual average turnover of Rs. 40 lakh in minimum in last three financial years 2017-18, 2018-19 & 2019-20.
  - j. They should have executed minimum 4 number of contracts of providing manpower of similar nature in last 3 years ending in March, 2020 (in FY 2017-18, 2018-19 & 2019-20) to different Government Departments, semi-govt. organization, Public Sector Undertaking/ Banks etc. and the total value of all such 4 work orders/ contracts shall be minimum Rs. 80 lakh.
  - k. They shall not have defaulted in deposit of the monthly EPF and ESI deduction of the workmen and no case shall be pending with any labour officer/ court with respect to any such default.
  - l. They shall not be blacklisted/ contract terminated prematurely by any Govt. Department/ PSU/ Bank for unsatisfactory services.
  - m. The authority/ appropriate Committee reserves the right to relax the eligibility criteria in para (c), (i) & (j) in the event of non-participation of sufficient number of eligible bidders given the urgent nature of the work in view of the ongoing training activities and Covid-19 pandemic without floating fresh tender.

**TECHNICAL REQUIREMNT FOR MANPOWER TO BE DEPLOYED**

1. She/he should be above 18 years of age and not exceeding 32 years which can be relaxed in case of upper age limit upto 5 years for SC/ ST candidates& 3 years for SEBC. However, the authority reserves the right to relax the upper age limit further if services of persons having good previous experience and expertise are offered.
2. The Minimum Educational Qualification for following persons are as follows:-

SL. NO.	JOB CATEGORY	EDUCATIONAL QUALIFICATION
1	Computer Instructor	Engineering / Master Degree in Computer Science/ Information Technology
2	Computer Trainer	PGDCA/ BCA with type speed of 4000 character per minute in English. Preference will be given for Odia type writing knowing person.
3	Data Entry Operator	Any Graduate with basic computer and typing skills (type speed of 4000 character per minute in English). Preference will be given for Odia type writing knowing person.
4	Daftary	12 <sup>th</sup> (Pass). Conversant with handling records keeping and work of daftary.
5	Follower Orderly	10 <sup>th</sup> (Pass). Proficiency in the duties of orderlies.
6	Hospital Attendant	7 <sup>th</sup> (Pass). Proficiency in the work of hospital attendant. Previous experience in hospital work is preferred.
7	Barber	7 <sup>th</sup> (Pass). Proficiency in hair-cutting and shaving. Previous experience preferred.
8	Dhobi	7 <sup>th</sup> (Pass). Proficiency in washing clothes by hand & machine and ironing. Previous experience preferred.
9	Sweeper	7 <sup>th</sup> (Pass). Proficiency in sweeping and cleaning work.
10	Cook	7 <sup>th</sup> (Pass). Good culinary ability and proficiency in the trade. Previous experience preferred.
11	Visty	7 <sup>th</sup> (Pass). Proficiency in the trade.
12	Parade Ground Attendant	10 <sup>th</sup> (Pass). Physically fit to take up outdoor activities and lift outdoor heavy PT equipments. Proficiency in the trade.
13	Class Room Attendant	10 <sup>th</sup> (Pass). Proficiency in the trade.

3. The Data Entry Operator should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS Word, MS office, MS Excel, Internet and LAN functioning.



**TECHNICAL BID APPLICATION**

**For providing Manpower Services to BPSPA, Bhubaneswar & PTI, Byree.**

1. Name of the Manpower Service Provider: \_\_\_\_\_
2. Details of Earnest Money Deposit: DD/ Pay Order No. \_\_\_\_\_ date \_\_\_\_\_  
of Rs. \_\_\_\_\_ Bank \_\_\_\_\_
3. Name of Proprietor /Partner/  
Director: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Full Address of Registered: \_\_\_\_\_  
Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
5. Full address of  
Operating/ Local  
/ Branch Office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
7. Name & Branch of the Banker of the Manpower Service Provider:  
\_\_\_\_\_  
(Attach certified copy of statement of account for the **last 3 Financial Years** ending  
March, 2020)  
\_\_\_\_\_




14. Deployment of manpower of similar nature in any Govt. Department/ semi-govt. organizations/ PSUs/ Banks etc. **at present (in the financial year 2020-21 as on the date of filing this bid), if any.** Please give details in following format.  
(Attach separate sheets, if required)

Sl. No.	Name of client, address, telephone & Fax no	Manpower service provided		Period of validity	Amount of contract (Rs. Lakhs)	Reference of Work Orders/ Contracts (Please enclose the documents)
		Types of Manpower	Total Number			

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15. Additional information, if any, to highlight the performance of the company (Attach separate sheet, if required)

Date:  
Place:

**Signature of authorized person**  
Name:  
Seal:

**DECLARATION**

I,-----Son/ Daughter/  
Wife of Shri\_\_\_\_\_Proprietor/ Director/  
authorized signatory of the Service Provider, mentioned above, am competent to  
sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:

**Signature of authorized person**

Name:  
Seal:

**CHECK LIST**

Documents provided with the Technical Bid :

<b>Sl. No.</b>	<b>Name of the Document</b>	<b>Page No.</b>
1	Application - Technical Bid	
2	Copy of Registration/ Incorporation Certificate	
3	Certified copy of the Statement of bank account of agency for the last three financial years, i.e., 2017-18, 2018-19 & 2019-20	
4	Copy of PAN/GST No.	
5	Copy of the latest IT return filed	
6	Copy of EPF registration Letter/ certificate	
7	Copy of ESI registration Letter/certificate	
8	Copy of Service Tax Registration certificate	
9	Certified Documents in support of Financial turnover of the agency for FY 2017-18, 2018-19 & 2019-20	
10	Certified Documents (work orders/ contracts/ performance certificates etc.) in support of entries in column 13 & 14 of application of Technical Bid	
11	Declaration Form	
12	Copy of the Terms and Conditions at pages Annexure - IX in Tender Documents with each page duly signed and sealed by the authorised signatory of the agency as token of their acceptance	

Signature of bidder

**FINANCIAL BID APPLICATION***(Please read instructions carefully before filing up the Bid)*

1. Name of Tenderer/ Bidder :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc :

Sl. No.	Type of Manpower	Gross amount Payable to the Employee by the firm	EPF Employer Contribution % & amount	ESI Employer Contribution % & amount	Approved Govt. Rate of emoluments for each Category of Employee	Amount of Service Charges	GST % & amount	Any other dues	Total Amount to be paid to the firm
A	B	C	D	E	F	G	H	I	J
1	Computer Instructor				Rs.16880/-				
2	Data Entry Operator				Rs.8880/-				
3	Computer Trainer				Rs.8880/-				
4	Daftary				Rs.8390/-				
5	Follower Orderly				Rs.8070/-				
6	Cook				Rs.8390/-				
7	Visty				Rs.8070/-				
8	Hospital Attendant				Rs.8070/-				
9	Barber				Rs.8070/-				
10	Dhobi				Rs.8070/-				
11	Sweeper				Rs.8070/-				
12	Parade Out door Attendant				Rs.8070/-				
13	Class room Attendant				Rs.8070/-				

NB: The applicable rates (percentage) of EPF & ESI will be calculated on the amount at Col. (C). The rate of emolument in Col. (F) has been fixed by Govt. Amount in Col. (F) = Col. (C) + (D) + (E). Amount in Col. (J) = Col. (F) + (G) + (H) + (I).

3. Net payable amount calculation for each category of person:

Sl. No .	Type of Manpower	Gross amount Payable to the Employee by the firm (Col. C of above table)	Deduction for EPF Employee Contribution % & amount	Deduction for ESI Employee Contribution % & amount	Any other deduction from the employee, if claimed	Net amount payable to the Employee by the firm (Take Home amount)
<i>i</i>	<i>ii</i>	<i>iii</i>	<i>iv</i>	<i>v</i>	<i>vi</i>	<i>vii</i>
1	Computer Instructor					
2	Data Entry Operator					
3	Computer Trainer					
4	Daftary					
5	Follower Orderly					
6	Cook					
7	Visty					
8	Hospital Attendant					
9	Barber					
10	Dhobi					
11	Sweeper					
12	Parade Out door Attendant					
13	Class room Attendant					

NB: The applicable rates (percentage) of EPF & ESI will be calculated on the amount at Col. (iii)

Date:  
Place:

**Signature of authorized person**  
Name:  
Seal:

**Instructions:**

1. The rate indicated at Column (F) of Paragraph 2 is the approved rate of



emoluments for each category of employee fixed by the Govt. This amount is inclusive of the statutory EPF and ESI dues of employer's share as per Finance Department Letter No. 28090/ f dated 22.09.2017.

2. The percentage of EPF and ESI dues of employer's share shall be calculated on the gross amount payable to the employee by the firm to be indicated at Column (C) of the Table at Paragraph 2 so that the amount in Col. (C) + (D) + (E) = Col. (F).
3. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of filing the bids. Col. (J) of Table at Paragraph 2 will be the sum of Col. (F), (G), (H) and (I).
4. The statutory EPF and ESI dues of employee's share will be deducted from the gross amount payable to the employee by the firm to be indicated at Column (C) of the Table at Paragraph 2 to arrive at the net amount payable to him/ her by firm. The Table at Paragraph 3 is for the net payable calculation. In this Table, the amount of EPF and ESI dues of employee's share shall be calculated on the gross amount payable to the employee by the firm to be indicated at Col. (iii) of the Table [same amount as Column (C) of Table at Paragraph 2] as per the applicable rates (percentage) and same to be deducted from the gross payable amount to arrive at net payable amount. Amount in Col. (iii) – Col. (iv) – Col. (v) – Col. (vi) = Col. (vii).
5. The rates of EPF and ESI dues of employer's and employee's share shall be calculated at the prevailing rate.
6. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each employee/ deployed manpower.

**TERMS & CONDITIONS**

**GENERAL**

1. The selected bidder will execute a contract/ agreement with the Department before issue of work orders. The agreement shall be 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, failure to deposit monthly EPF & ESI in time breach of contract etc or change in requirements.
2. The agreement shall automatically expire on after one year of commencement 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 beyond a period of one year from time to time upto a period of two years if mutually agreed upon by the Manpower Service Providing Agency and the Authority and satisfactory performance of the Agency.
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.
5. The Department at present has tentative requirement of 34 nos. of employees of different categories of manpower. The requirement of the Department may further increase or decrease marginally, during the period of initial contract or extended period and the selected firm will have to provide additional manpower services/ withdraw services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during any period of the initial contract or the extended period of the contract after giving 15 days notice to the Manpower Service Provider.
8. **The persons deployed shall be required to report at the required time and may also required to work beyond that time 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 in a month, proportionate deduction from the remuneration for one day will be made.**

9. The Manpower Service Provider shall nominate a coordinator/ liason officer who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption. Failure to respond to the request of the Department by the Coordinator/ Liason Officer will be construed as a breach of contract and liable to be terminated.

**10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and place the proof of it as may be required by the Department 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 Department 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 Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the Manpower Service Provider, the deployed person can place their grievance before a Joint Committee constituted by the ADGP (training) & Director, BPSPA, Bhubaneswar consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.

13. The Department 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 for any perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. In case of termination of the 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 post or in other capacity in the Department.

**16. The person deployed shall not claim any benefit or compensation or absorption or regularization of employment with the office or govt. under any 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 Employees Provident Fund and Employees State Insurance, wherever applicable. Failure to deposit the monthly statutory EPF & ESI dues of Employer's and Employee's share in time will be construed as the breach of contract and liable to be terminated.

19. The persons deployed by the Manpower Service Provider should not have bad 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 Department 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/ classified 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.

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 Department or office concerned. The Department 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 Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.

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 Department or office concerned or any other authority under Law.

**25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.**

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or out of the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

27. 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 Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

## **FINANCIAL**

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of **Rs 2,05,000/-** (Rupees two lakh five thousand only) in the form of Demand Draft / Pay Order drawn in favour of Addl. D.G. of Police, Training & Director, BPSPA, Bhubaneswar which is refundable immediately without interest in case of those other than the one to whom the tender is awarded. In case of non deposit of EMD, the tender shall be rejected summarily.

29. The Earnest Money Deposit in respect of the agencies which do not qualify for the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

30. The successful/ selected bidder will have to deposit a performance security amount of Performance Security Deposit of Rs.**4,10,000/-** in the form of Fixed Deposit Receipt (FDR)/ Bank Guarantee of a Nationalised Bank made in the name of the agency but hypothecated to the Addl. D.G. of Police, Training & Director, BPSPA, Odisha, Bhubaneswar, covering the period of contract. In case, the contract is further extended beyond the initial period, the **FDR/ BG will have to be accordingly renewed by the successful tenderer.** However the Performance Security Deposit amount may vary **taking into account the contractual obligation of the manpower service provider.**

31. 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.

**32. The Manpower Service Provider shall raise the bill, in triplicate, as per the attendance sheet duly verified by the officer of the Department along with the proof of payment of salary to all employees, payment receipt of statutory dues and duly certified deposit/ challans of the statutory EPF & ESI dues of employer's and employee's share of the previous month in the account of the persons deployed and submit the same to this office in the first week of the succeeding month. As far as possible, the payment will be released from this office by the second week of the succeeding month.**

34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished at the discretion of the Department or Office concerned.

35. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.

36. 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.

37. In the event of any dispute arising in respect of the clauses of the agreement the same

shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

39. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

### **DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application of Technical Bid;
2. Application of Financial Bid;
3. Attested copy of registration of agency;
4. Certified copy of the statement of bank account of agency for the last three years;
5. Attested copy of PAN No. ;
6. Attested copy of GST No ;
7. Attested copy of the latest IT return filed by agency;
8. Attested copy of Service Tax registration certificate;
9. Attested copy of the E.P.F. registration letter / certificate;
10. Attested copy of the E.S.I. registration letter / certificate;
11. Certified documents in support of the Financial turnover of the agency;
12. Certified documents in support of entries in Column 13 & 14 of the Technical Bid Application relating to work orders/ contracts of similar nature with Govt./ semi-govt., PSUs/ Banks;
13. A self declaration in the shape of affidavit in stamp paper that the firm has never defaulted in deposit of the monthly statutory dues of EPF and ESI of employer's and employee's share of the workmen deployed/ engaged by it in time and no case is pending with any labour officer/ court with respect any such default.
14. Declaration Form.
15. **Copy of the terms and conditions at pages Annexure - IX in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

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

1. List of Manpower shortlisted by agency for deployment. in containing full details i.e. date of birth, marital status, address, educational qualification etc.

2. Bio-data of all persons.
3. Any other document considered relevant.