



ଓଡ଼ିଶା ସୂଚନା କମିଶନ

Odisha Information Commission

Block. P - 1 Toshali Bhawan, Satya Nagar, Bhubaneswar - 751007
Tel/Fax: 0674 - 2571401, Email: odishasoochana@nic.in

File No. OIC-OEI-HMP-0002-2024

Letter No.: 1570 Date: 18.01.25

From

Sri Ansuman Mohapatra, OFS-I (JB)

AFA-cum-Under Secretary

To

Deputy Secretary to Govt.,

Information & Public Relations Department,

Loksampark Bhawan, Bhubaneswar-751001

Sub:- Publication of Tender Call Notice in two Odia dailies - reg.

Sir,

In inviting a reference to the subject cited above, I am directed to enclose herewith a copy of Tender Call Notice relating to deployment of manpower in Odisha Information Commission for publication of the same in the newspapers on 19.01.2025.

It is, therefore, requested to kindly take necessary steps for publication of the said Tender Notice in two Odia dailies i.e. "The Samaj" & "The Sambad" and one English daily newspaper preferably "Times of India" on 19.01.2025 under intimation to this Commission. (odishasoochana@nic.in)

Encl: As above

Yours faithfully,

AFA-cum-Under Secretary

Memo No. 1571 /OIC, Dt. 18.01.25

Copy forwarded to System Analyst, I & PR Department for information and necessary action.

He is requested to take appropriate steps for uploading the Tender Call Notice in the website of Information & Public Relations Department (<https://inpr.odisha.gov.in>).

AFA-cum-Under Secretary



OIC-OEI-HMP-0002-2024/01/2025

Odisha Information Commission
Block B-1, Toshali Bhawan, Satyanagar,
Bhubaneswar-751007

Bid Reference No. 1592 IOIC Dt. 18.01.25

TENDER NOTICE

Bids in sealed cover are invited under two-bid system from reputed and experienced service providers for providing the services of Legal Scrutinizer-cum-Sheristadar, Bench Clerk, Data Processing Assistant, Driver, Peon, and Sweeper-cum-Night Watchman for a period of one year to Odisha Information Commission on contract basis for day to day official work.

Bidders are required to submit the technical and financial bids separately. The bids in sealed cover- I containing "Technical Bid" and sealed cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed " Bid for Outsourcing of Manpower Services" must reach the undersigned on or before 05.02.2025 upto 05.30 P.M. by Speed Post/ Registered Post / Courier only.

The detailed information for outsourcing the services of aforesaid posts have been provided in the Tender Documents which may be downloaded from the website of the Commission i.e. www.oic.nic.in.

Period of issue of Tender Documents	: 20.01.2025 to 05.02.2025
Date and time for submission of Tender Documents	:Till 05.02.2025 at 05.30 P.M.
Date and time for opening of - 1. Technical Bids 2. Financial Bids	: 06.02.2025 at 11.30 A.M. : 10.02.2025 at 11.30 A.M.
Likely date for commencement of deployment of required manpower	: 02.04.2025

Complete address for submission of bid:- **Odisha Information Commission, Block-B1, Toshali Bhawan, Satyanagar, Bhubaneswar, Dist-Khurda, Pin-751007.**

The authority reserves the right to reject any/all proposals and cancel the tender process without assigning any reason thereof.

AFA-cum-Under Secretary
Odisha Information Commission



Odisha Information Commission
Block B-1, Toshali Bhawan, Satyanagar,
Bhubaneswar-751007

Tender Documents

For deployment of manpower from reputed and experienced service providers

a) Period of issue of Tender Documents	: 20.01.2025 to 05.02.2025
b) Date and time for submission of Tender Documents	: Till 05.02.2025 at 05.30 P.M.
c) Date and time for opening of a. Technical Bids b. Financial Bids of eligible Bidders	: 06.02.2025 at 11.30 A.M. : 10.02.2025 at 11.30 A.M.
d) Likely date for commencement of deployment of required manpower	: 02.04.2025

INDEX

Sl. No.	Section	Description of contents	Page Number
1.	Section-I	SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS	3-7
2.	Section-II	SCHEDULE OF REQUIREMENT	8
3.	Section-III	EVALUATION OF TENDER	9-10
4.	Section- IV	GENERAL TERMS & CONDITIONS	11-15
5.	Section- V	TECHNICAL BID	16-21
6.	Section-VI	FINANCIAL BID	22-23
7.	Section-VII	BID SUBMISSION CHECKLIST	24
8.	Section-VIII	SERVICE AGREEMENT & PBG FORMAT	25-28

SECTION-I
SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTIONS

1. The Odisha Information Commission, Ground & 1st Floor, Block B-1, Toshali Bhawan & Annex Building, 8th Floor, Block A-1, Satyanagar, Bhubaneswar-751007 requires the services of reputed, well established and financially sound Manpower Service Provider(s) to provide services of **Legal Scrutinizer-cum-Sheristadar, Bench Clerk, Data Processing Assistant, Driver, Peon, Sweeper-cum-Night Watchman** on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from dt. **02.04.2025** and would continue till **01.04.2026**. The period of contract may be further extended beyond **01.04.2026** provided the requirement of the Commission for manpower persists at the time or may be curtailed / terminated before **01.04.2026** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Commission's requirements. The Commission, however, reserves right to terminate this initial contract at any time after giving one fifteen day's notice to the selected Service Provider.
3. This Commission has tentative requirement for **01 no. of Legal Scrutinizer-cum-Sheristadar, 05 nos. of Bench Clerks, 11 nos. of Data Processing Assistant, 02 nos. of Driver, 09 nos. of Peon, 01 no. of Sweeper-cum-Night Watchman**. The requirements may increase/decrease in any/all the categories.

B. SUBMISSION OF BIDS

1. The estimated cost of the contract is **Rs. 74,00,000/- (Rupees Seventy Four Lakhs only) per annum** (approx).
2. The interested Manpower Service Providers shall submit the proposal complete in all respects which shall be accompanied with a Non-refundable amount of **Rs. 2,000/- towards Bid Processing Fee and Earnest Money Deposit (EMD) of Rs. 74,000/- (Rupees Seventy Thousand only)** (1% of contract value) in the form of Demand Draft in favour of Drawing and Disbursing Officer, Odisha Information Commission, Bhubaneswar drawn in any Nationalized bank and payable at Bhubaneswar failing which the bid will be out rightly rejected.
3. The bid complete in all respect should be sent through Speed Post / Registered Post / Courier so as to reach the authority by dt. **05.02.2025 upto 05:30 P.M.**
4. The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected.
5. EMD of unsuccessful bidders will be returned without interest after the award of Contract.
6. 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 Odisha Information Commission**" and "**Financial Bid for providing manpower Services to the Odisha Information Commission**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Odisha Information Commission**".
7. The selected bidder will have to deposit a **Performance Security Deposit of Rs. 2,22,000/- (Rupees Two Lakh Twenty Two Thousand only)** (**3% of the annual**

contract value) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Drawing and Disbursing Officer, Odisha Information Commission, Bhubaneswar** as per the prescribed format provided in the Tender Document for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract.

8. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. Eligibility Criteria

Sl. No.	Eligibility Criteria	Documents to be Furnished along with the Technical Bid
1	The bidders should be registered under appropriate authority, such as • Companies Act, 1956/2013. • Indian Partnership Act, 1932. • Indian Trusts Act, 1882. • Societies Registration Act, 1860. • Limited Liability Partnership Act, 2008. • Proprietorship Firm.	Certificate of Incorporation/ Registration/ Any valid legal document.
2	The bidder must have at least 5 years in business on the last date of submission of bid for providing manpower resources Deployment services to Reputed entities.	
3	The bidder must have successfully completed atleast one contract of similar manpower service of INR 50.00 Lakhs during the last 5 financial years of (2019- 20,2020- 21,2021-22,2022-23&2023-24) Under any Central/ StateGovt./ PSUs.	Copies of the work order / contract document/ from the concerned authorities.

4	The Registered / Branch Office of the Service Provider must be located within the jurisdictional area of Bhubaneswar.	Valid address proof of the office(copy of the Telephone/ Electricity Bill/ Lease agreement of the Rented premises)
5	Must have at least Rs. 2.00 Cr annual financial turnover in each during the last 5 financial years of(2019-20,2020-21,2021-22, 2022-23 & 2023-24) from the Business related to manpower resources deployment services only.	Copies of audited Income/ Expenditure statement and Balance sheet for the concerned period.
6	Must have its own bank account in any scheduled bank situated in Bhubaneswar.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender.
7	Must not have been blacklisted by any Central / State Government or any other public sector under taking or any authority during the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format(FORM-T2)
8	Must not have any pending judicial proceedings for any criminal offence against the proprietor/Director/Persons to be deployed by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM-T3)
9	Other statutory documents to be furnished as part of technical bid:	Copies of: • PAN, • GSTIN, • EPF & ESI Registration Certificate • Valid License under PSARA(Private Security Agencies Regulation Act, 2005) • Valid Labour Registration Certificate • GST & IT Return for the last five financial years of 2019-20, 2020-21,2021-22,2022-23& 2023-24.

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will leads to outright rejection of the bid.

Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bids must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorized representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

D. List of Documents for Submission

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

- a) Covering letter along with power of attorney on the bidder's letter head (Form-T1)
- b) Demand Draft in support of Bid processing fee as applicable.
- c) Demand Draft in support of EMD as applicable.
- d) Copy of Certificate of Incorporation of the firm / agency
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of GST & IT returns for the last five assessment years
- h) Copies of EPF & ESI Registration Number
- i) Copy Bank Account details
- j) Copies of the Income/Expenditure statements along with audited Balance Sheet for the last five years. The bidder must submit annual turnover certificate of last five financial years duly certified by CA (indicating Member No. of CA with seal)
- k) Copies of work orders from the previous organizations for providing similar type of services during last five years.
- l) Undertaking regarding non-blacklisting (On stamp paper) (Form-T2)
- m) . Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head) (Form-T3)
- n) Copy of valid Labour Registration Certificate

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

- All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.
- The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid. The bid shall be valid for a period of 90 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.
- To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid

documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. In case of tie in the financial quote among the multiple qualified bidders, the bidder having higher mark in the stage of technical bid evaluation will be selected as L1. In case of further tie in the marks obtained in the technical evaluation, the bidder having higher average financial turnover (manpower deployment resources contract) for the required period will be considered for award of contract.

- The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.
- The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.
- The Technical bids shall be opened on the scheduled date and time at **11.30 A.M on 06.02.2025** in the office room of the Secretary of the Commission in the presence of representative of the manpower service providers, if any, who wish to be present on the spot at that time.
- The Financial bids of the technically qualified bidders shall be opened at **11.30 A.M. on dt. 10.02.2025** in the office room of Secretary to the Commission, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
- The EMD of the unsuccessful bidders will be refunded without any interest after finalization of the tenders and acceptance of the work order by the successful bidder.
- Tender will be finalized on basis of suitability of the agency with reference to the prescribe criteria and competitiveness of the service charges quoted. **Service charges quoted in decimal points shall be summarily rejected. In pursuant to Clause 8 of G.A & P.G Department resolution No.7982/GAD dt.07.03.2024, the minimum rate of service charges as prescribed by Finance Department shall be the basic minimum. Any rate less than the minimum shall not be accepted.**
- The successful bidder is required to execute necessary agreement with the competent authority of Odisha Information Commission before commencing the service.
- The Competent Authority of the Odisha Information Commission reserves the right to reject any/ all bids without assigning any reason thereof.

SECTION – II
SCHEDULE OF REQUIREMENT

(Prescribed Qualification & Experience of the Manpower)

1. She/ he should be above 18 years of age and not exceeding 55 years.
2. She/ he should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Commission. She/ he should have good police records and no criminal case should be pending against them.
3. The **Minimum Educational Qualification** for:
 - a) **Legal Scrutinizer-cum-Sheristadar**
 - (i) Graduation in any discipline
 - (ii) Computer knowledge in MS Office & Internet.
 - (iii) Having knowledge in RTI Act and Rules and experience in Court work.
 - b) **Bench Clerk**
 - (i) Graduation in any discipline
 - (ii) Computer knowledge in MS Office & Internet.
 - (iii) Having knowledge in RTI Act and Rules and experience in Court work.
 - c) **Data Processing Asst.(DPA)**
 - (i) Graduation in any discipline
 - (ii) Must have a good typing speed in English and well conversant in computer operations and essentially well trained in MS Office & Internet.
 - d) **Driver**
 - (i) 7th Class Pass and minimum five years experience as a driver having valid driving license.
 - e) **Peon/ Sweeper-cum-Night Watchman**
 - (i) 7th Class Pass

SECTION III

EVALUATION OF TENDER

A three-stage evaluation process will be adopted as explained below for evaluation of the bids:

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the bids will be done to determine whether the bids complied with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not as per the requirements of the tender. Bid not complying to the tender eligibility conditions and requirements, will be outrightly rejected.
- **Technical Evaluation (2nd Stage):** The bids will be evaluated for those bidders who qualify the preliminary evaluation stage. Evaluation of the qualified bids shall be made as per the following technical parameters:

Technical Scoring Pattern (Total Marks –100)

Sl.No.	Technical Parameters	Maximum Marks
1	A) Number of years in business for manpower resources deployment service to the Central / State Govt. / Autonomous Bodies / Agencies / Societies / Corporate Bodies = 15 Mark ➤ 10 years = 5 Mark ➤ More than 10 years = 15 Mark B) Local office in Bhubaneswar = 5 Mark	20
2	Numbers of eligible manpower services deployment contracts (As per the Eligibility condition: Sl. No. 3) ➤ 1 eligible contract = 5 Mark	20
3	Average Annual financial turnover from manpower deployment service contracts during each of the last 5 financial years (As per the Eligibility condition: Sl. No. 5) ➤ 2.00 Cr to 5.00 Cr INR=10 Mark ➤ 5.00 Cr to 10.00 Cr INR=15 Mark ➤ More than 10.00 Cr INR=20 Mark	20
4	Number of manpower deployed under current payroll (HR certified list of the manpower deployed in different offices along with EPF and ESI details to be enclosed along with technical bid) 50 to 100 persons = 5 Mark 101 to 500 = 10 Mark 501 to 1000 = 15 Mark More than 1000 = 20 Mark	20

5	Presentation in support of credentials (30 Minutes) a) Company Profile b) Awards, Commendations & Certifications such as ISO.	20
GRAND TOTAL		100

- The bidder whose technical bid secures above 70 Mark out of 100 in the technical evaluation stage, will be qualified for opening of the financial proposal. All other financial bids will be ignored. Bids not meeting the minimum marks in "Technical Evaluation" shall be rejected. Bids meeting the minimum qualifying marks shall be called "Qualified Bids" and shall be eligible for financial evaluation.
- **Financial Evaluation (3rd Stage):** The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting. Least Cost Selection Method will be followed during the financial evaluation stage to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the lowest and competitive bid price subject to fulfillment of the terms and conditions of the tender. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process.
- In case there is a tie on the price quoted by multiple bidders, the financial bids of the bidder with higher mark in the stage of technical bid evaluation will be selected as L1.
- In case of further tie in the marks obtained in the technical evaluation, the bidder having higher average financial turnover for the required period will be considered for award of contract.

SECTION IV

GENERAL TERMS & CONDITIONS

1. The Agreement is likely to commence from **02.04.2025** and shall continue till **01.04.2026** 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.
1. The Agreement shall automatically expire after 01(one) year unless extended further by the mutual consent of the Manpower Service Provider and the 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 the Authority.
3. 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 organisation by whatever name be called without the prior written consent of the Authority.
4. The Commission, at present, has tentative requirement of services of the Personnel (as per annexure-A). The requirement of the Commission may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services and reduce, if required, on the same terms and conditions.
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 to the Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.30 P.M. and may also required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall be paid no extra remuneration by this office on attending such duty.
9. The persons deployed shall be eligible (subject to exigencies of public service) for special leave of 12 days at the maximum during the period of engagement for one year on pro rata basis. The leave will not be carried over to the next year and will lapse on completion of each year of service.

10. The Manpower Service Provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
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 Commission.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Commission 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 Commission and an Authorized representative of the Manpower Service Provider.
13. The Commission 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 Manpower Service Provider must be registered under the Odisha GST (OGST) Act along 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.
15. 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 or any other reasons thereof. 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.
16. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
17. 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 Commission. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
18. **The entire financial liability in respect of manpower deployed in the Commission shall be that of the Manpower Service Provider and the Commission 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 rates fixed by the State Govt. of Odisha as amended from time to time and adduce such evidence as may be required by the Commission.**
19. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular

State Government employees during the currency or after expiry of the Agreement.

20. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular service or in other capacity.
21. The person deployed shall not claim any benefit or compensation or absorption or regularization in the office. Undertaking from each of the persons deployed to this effect shall be required to be submitted by the Manpower Service Provider before their engagements.

LEGAL

1. 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.
2. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to payment of remuneration to different types of employees in respect of the persons deployed by it in the Commission. The Commission shall have no liability in this regard.
3. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Commission to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Photo copies of such documents shall be furnished to the Commission in the subsequent month along with the bill.
4. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Commission or any other authority under Law.
5. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax/GST Act & Rules, as amended from time to time and a certificate to this effect shall be provided by the Commission.
6. Note:- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 30 workmen.
7. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Commission is put to any loss / obligation, monetary or otherwise, the Commission will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider or the manpower service provider has to pay the balance amount, to the extent of the loss or obligation in monetary terms.
8. 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 Commission 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 Commission by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit or the manpower service provider has to pay the balance amount.

FINANCIAL

1. The Technical Bid should be accompanied with an **Earnest Money Deposit (EMD) of ₹74,000/- (Rupees Seventy Four Thousand only) refundable without interest (1% of the contract value)** in the form of Demand Draft / Pay Order drawn in favour of Drawing and Disbursing Officer, Odisha Information Commission, Bhubaneswar failing which the tender shall be rejected out rightly.
2. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
3. The successful tenderer will have to deposit a **Performance Security Deposit of Rs. 2,22,000/- (Rupees Two Lakh Twenty Two Thousand only) (3% of the contract value)** in the form of Bank Guarantee from any 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.
4. 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.
5. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Commission in respect of the persons deployed and submit the same to the prescribed authority within the first 02 (two) working days of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
6. The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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 Commission.
7. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
8. 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.
9. 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.
10. All disputes shall be under the jurisdiction of the Court at Bhubaneswar.
 11. The successful bidder will enter into an agreement with this Commission for supply of suitable and qualified manpower as per requirement of this Commission on the above terms and conditions.
 12. In case the bill is not paid and remain pending with the Authority for any reasons, the Manpower Service Provider will continue to pay monthly remuneration to the employees as usual.

SECTION-V

TECHNICAL BID

To

The AFA-cum-Under Secretary,
Odisha Information Commission,
Bhubaneswar, Odisha-751007

Sub: TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO ODISHA INFORMATION COMMISSION (TECHNICAL BID).

Madam,

I, the undersigned, offer to participate in the tender for providing the services of different categories of manpower resources on outsourcing basis through service providing agency to Odisha Information Commission, Bhubaneswar in accordance with your Tender Notice No. _____, Dated. _____. We are hereby submitting our bid, which includes technical proposal and financial proposal sealed in separate envelopes.

I, hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the tender document. In case any provision of this tender is found violated, then your office shall have the rights to reject our proposal including forfeiture of the Earnest Money Deposit outrightly.

I, remain

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:

Address of the Bidder:

FORM T-1
GENERAL DETAILS OF THE BIDDER

1.	Name & designation of the Bidder	
2.	Bid Processing Fee Details:	DD No.:
		Date:
		Amount in INR:
		Name of the Issuing Bank:
3.	Bid Security/EMD	DD No.:
		Date:
		Amount in INR:
		Name of the Issuing Bank:
4.	Full Address of Registered Office	Postal Address with Pincode:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & mobile no. of the authorized person signing the Bid.	Name:
		Mobile No.:
6.	Bank Name of the Service Provider	Account Number:
		Bank and Branch Name:
		IFSC Code:
7.	PAN No. (Attach self-attested copy)	
8.	GSTIN No. (Attach self-attested copy.)	
9.	E.P.F. Registration No. (Attach self-attested copy)	
10.	E.S.I. Registration No. (Attach self-attested copy)	
11.	PSARA License no. & Validity upto:- Labour License No. & Validity upto:-	
12.	Acceptance to all the terms And conditions of the tender (Yes/No)	
13.	Power of Attorney/ Authorization letter for signing of the bid documents	
14.	Submission of Undertaking towards no criminal case is pending with the police at the Time of submission of bid	
15.	Kindly mention the total Number of pages in the tender document	

16. Financial Turnover of the Bidder for the last 5 financial years(*).

Financial Years	Financial TurnOver Amount (In INR)	Average Financial Turnover(in INR)
2019-20		
2020-21		
2021-22		
2022-23		
2023-24		

*As on Dt.31.03.2024 (Copies of the Income/Expenditure statements along with audited Balance Sheet for the last five years. The bidder must submit annual turnover certificate from manpower deployment service contracts of last five financial years duly certified by CA(indicating Member No. of CA with seal)

17. Details of the manpower deployment contracts executed by the bidder during the last 5 years of 2019-20, 2020-21, 2021-22, 2022-23& 2023-24. As per the Eligibility condition. (On-going contract also will be considered).

Sl. No.	Period	Name of Authority with Complete Address & Telephone No.	Type of services provided with details of the manpower deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

(Maximum 5 assignments of manpower resources deployment Contract)

[On the Bidder's Letter Head]

DECLARATION

I, Shri _____ Son/Daughter/Wife of Shri. , Proprietor/
Director/ authorized signatory of _____ (Name of the Service
Provider), competent to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;

The information/documents furnished along with the tender are true and
authentic to the best of my knowledge and belief. I am well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of our
tender at any stage, forfeiture of Bid Security or EMD besides liabilities towards
prosecution under appropriate law.

Signature of the Authorized Representative
With Date and Seal

Name:

Date:

Place:

Enclosures:

1. Bid Processing Fee in the form of DD in Original
2. Bid Security / EMD in the form of DD in Original
3. Copy of the tender document(each page must be signed and sealed)
4. Duly filled in Technical and Financial Bid
5. Lists of required documents as applicable

FORM-T 2

UNDERTAKING

[On the Stamp Paper of Rs.10.00 in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organization has not been blacklisted/debarred by any of the Central / State Government Department / Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM-T3

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 organization or against the Proprietor/Director/Persons to be deployed by our organization.

I/We further certify that Proprietor/Director/Persons to be deployed by our organization have not been convicted of any offence in any Court in Odisha/ 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
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

SECTION-VI

FINANCIAL BID

To

The AFA-cum-Under Secretary,
Odisha Information Commission,
Bhubaneswar, Odisha-751007

Sub: TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER
RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO
ODISHA INFORMATION COMMISSION (FINANCIAL BID)

Madam/Sir,

I, the undersigned, offer to provide the services of different categories of manpower resources on outsourcing basis to Odisha Information Commission, Bhubaneswar in accordance with your Tender Notice No. , Dated. Our attached financial price is ----- *[Insert amount in figure as well as in word]* for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do, hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modification resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory Date and Seal

Name and Designation:

Address of the Bidder:

1. Name of tendering Manpower Service Provider:
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc.

Sl. No.	Manpower Type	Monthly Rate per person (in Rs.)						Total Monthly Deployment Amount (INR)
		* Take home remuneration	EPF	ESI	Service charge	GST	Total per person	
1	Legal Scrutinizer-cum-Sheristadar (01)							
2	Bench Clerk (05)							
3	Data Processing Assistant (11)							
4	Driver (02)							
5	Peon (09)							
6	Sweeper-cum-Night Watchman (01)							
Total	29							
Total Annual Manpower Resources Deployment Charges in INR :								

* Minimum take home remuneration per person should be paid in accordance to the G.A & P.G Department, Government of Odisha resolution No.7982/GAD Dt.07.03.2024.

Date:
Place:

Authorized Signatory
Name:
Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. Exploitation to the employees by the Service Provider in giving less remuneration reducing the minimum wage shall be seriously viewed.
4. The bids with "Nil", abnormally low quoted service charges or service charges quoted in decimal points will be treated as "Non responsive" and will be rejected during the financial evaluation stage.
5. In pursuant to Clause 8 of G.A & P.G Department resolution No.7982/GAD dt.07.03.2024, the minimum rate of service charges as prescribed by Finance Department shall be the basic minimum. Any rate less than the minimum shall not be accepted.
6. The Tax deduction at source (TDS) shall be made as per the provision of IT/GST Act and Rules, as amended from time to time.

SECTION-VII
BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General Details Of the Bidder (FORM-T1)		
2	Bid Processing Fee as applicable		
3	EMD as applicable		
4	Copy of Incorporation/Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 5 financial years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)		
8	Copy of Valid EPF, ESI Certificate		
9	Copy of Valid PSARA License & Labour License		
10	TECHNICAL BID duly filled in (Covering Letter, FORM-T1, T2 & T3)		
11	Financial details of the bidder along with all the supportive documents such as copies of Income/Expenditure Statement and Balance Sheet for the last 5 years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)		
12	Power of Attorney in favour of the person signing the bid on Behalf of the bidder.		
13	List of contracts of similar nature along with the copies of work Orders for the respective assignments from the Authorities.		
14	Undertaking for not have been black-listed by any Central/ State Government/Any Autonomous bodies during the recent past. (FORM-T2).		
15	Undertaking for not having any police case pending against The bidder (FORM-T3).		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM-F1)		

It is to be ensured that:

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

Authorized Signatory

[In full and initials]: _____

Name and Designation with Date and Seal:

SECTION-VIII
SERVICE AGREEMENT AND PBG FORMAT

AGREEMENT

This Agreement is made on this _____ day of _____ between Odisha Information Commission represented by _____, 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

_____ represented by _____, 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 "Personnel (as per Annexure-A)" are required in Odisha Information Commission; 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 A containing the list of posts and General Terms and Conditions as detailed in Section-IV of this Tender Call Notice 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 per the list at "Annexure-A" in the Odisha Information Commission 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 upto _____.

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

Signature of the officer
authorized to sign on behalf of
Manpower Service Provider

Signature of the Authority
An officer acting in the premises
for and on behalf of the
Odisha Information Commission

In the presence of witness

Witness

Witness

1. Name:.....
Address:.....

1. Name:.....
Address:.....

2. Name:.....
Address:.....

2. Name:.....
Address:.....

ANNEXURE A

Sl No.	Name of the Post	Total
1.	Sheristadar-cum-Legal Scrutinizer	1
2.	Bench Clerk	5
3.	DPA	11
4.	Driver	2
5.	Peon	9
6.	Sweeper-cum-Night Watchman	1
	Total	29

PERFORMANCE BANK GUARANTEE FORMAT

To

The AFA-cum-Under Secretary,
Odisha Information Commission,
Bhubaneswar, Odisha-751007

WHEREAS

(Name and Address of the Service Provider)(here in after called "the Service Provider) has undertaken, in pursuance of Agreement no.....dated.....to undertake the service (description of the services)(here in after called" the Agreement").

AND WHEREAS it has been stipulated by (Name of the Authority) in the said Agreement 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 Agreement;

ANDWHEREAS 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 your first written demand declaring the Service Provider to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your 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

PERFORMANCE BANK GUARANTEE FORMAT

To

The AFA-cum-Under Secretary,
Odisha Information Commission,
Bhubaneswar, Odisha-751007

WHEREAS

(Name and Address of the Service Provider)(here in after called "the Service Provider) has undertaken, in pursuance of Agreement no.....dated.....to undertake the service ... (description of the services)(here in after called" the Agreement").

AND WHEREAS it has been stipulated by (Name of the Authority) in the said Agreement 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 Agreement;

ANDWHEREAS 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 your first written demand declaring the Service Provider to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your 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 Agreement to be performed there under or of any of the Agreement 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 here by 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 a written claim or Demand and received by us at our-----branch on or before Dt.....
otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal,name&address oftheBank&Branch