

**TENDER DOCUMENT**  
**FOR**  
**MANPOWER SERVICE PROVIDER**

**OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES, ODISHA**  
**BANIYAKAR BHAWAN**  
**OLD SECRETARIAT COMPOUND**  
**CANTONMENT ROAD**  
**CUTTACK – 753001, ODISHA**  
**Tel: 0671-2307450 FAX: 0671- 2304077**  
**E-Mail:splcctenf@odishatax.gov.in Website:https://odishatax.gov.in**

Price: Rs.500.00+VAT @4%  
(Those who download the tender document from  
Website should enclose a DD for Rs.520.00  
towards cost of tender)

**Tender Notice**  
**O/o The Commissioner of Commercial Taxes,**  
**Government of Odisha**

**No.VI(V)10/12**

**Date: 08.06.2012**

**Notice inviting Tender for award of contract for providing services of System Administrator, Computer Programmer, Data Entry Operator, Electrician and Cleaning & Sweeping staff.**

Sealed tenders are invited under two bid system from reputed service provider with experience in providing IT personnel to provide services of System Administrator, Computer Programmer, Data Entry Operator, Electrician and Cleaning & Sweeping staff for a period of one year w. e. f. the date of effectiveness of the agreement on contract basis for their engagement in Luhurachati Checkgate in Bargarh district and in the office of the Transport Commissioner, Odisha, Cuttack.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may be downloaded from the website **<https://odishatax.gov.in>**. The downloaded tender document should be accompanied with a D.D for Rs.520.00 along with the tender bid. The EMD of Rs.50,000.00 (Rupees Fifty Thousand only) should also be paid by Demand Draft in favour of the Commissioner of Commercial Taxes, Odisha, Cuttack payable at Cuttack along with the technical bid. The last date, time and place for submission of Tender document is 04.07.2012 by 2.00 PM in the office chamber of the JCCT(Enf),O/o the Commissioner of Commercial Taxes, Odisha, Banijyakar Bhawan, Cuttack-753001

Any corrigendum(s) shall be communicated through the tender section on the website **<https://odishatax.gov.in>**

Sd/-

J.C.C.T.(Enf.)

**O/o The Commissioner of Commercial Taxes**

**Government of Odisha,**

**TENDER DOCUMENT**

**For providing Services of  
System Administrator, Computer Programmer, Data Entry Operator,  
Electrician , Cleaning & Sweeping Staff  
to the Commercial Tax Department by a  
Private Service Provider**

**Tender Schedule**

(a) Last Date and Time for submission of Tender Document : **04.07.2012 upto 2.00 PM** in the office chamber of the J. C.C.T(Enf), Banijyakar Bhawan,Cuttack-753001

**Note: Late bid shall be out rightly rejected.**

(b) Date and time for opening of

(i) Technical Bids : **04.07.2012 at 4.00 PM** in the office chamber of the Special C.C.T(Enf), Banijyakar Bhawan,Cuttack-753001

(ii) Financial Bids of eligible Bidders : Will be intimated separately.

## **BIDDER'S COVERING LETTER**

To,  
The Joint Commissioner of Commercial Taxes,  
O/o the Commissioner of Commercial Taxes,  
Odisha, Cuttack-753001

Dear Sir,

Ref: Tender no: \_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this ..... Day of ..... (the month and year)

Signature of Authorised Signatory .....

In capacity of .....

Duly authorized to sign the bid for and on behalf of.....

**The cost of bid document:** Rs.520/-...

Crossed D.D. no. .... dated .....

Drawn on bank: .....

## **LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

To

The Joint Commissioner of Commercial Taxes,  
O/o the Commissioner of Commercial Taxes,  
Odisha, Cuttack-753001

Dear Sir,

Subject: Authorization for attending bid opening on .....  
(date) in the Tender for Manpower Services for the Commercial Tax Department  
(tender no: \_\_\_\_\_)

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below.

Order of Preference	Name	Specimen
Signature		
1.		
2.		
or		

Officer authorized to sign the bid documents on behalf of the bidder.

**Note:**

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.

## CONTENTS OF TENDER DOCUMENT

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

The Government of Odisha has decided to modernize all the border checkgates with a view to improving their functioning and facilitating free flow of vehicles with minimum transit time. At present, the process of verification of the documents, estimation of tax & penalty and their collection at the checkgates is manual & time consuming. One of the prime reasons for above is lack of proper physical infrastructure and manpower resources. In order to mitigate these problems, ECIL (Electronic Corporation of India Ltd.),Hyderabad has been identified to modernize Luhurachati check gate in Bargarh district by redesigning and mechanization of the processes through deployment of sophisticated electronic gadgets. The modernization of Luhurachati check gate is already in the final stage of commissioning. So for its proper functioning, skilled IT Personnel like System Administrator, Computer Programmer, Data Entry Operator etc., are required who can render the desired performance at Luhurachati Check gate, Bargarh and in the Data Center, Transport Commissioner's Office, Cuttack. Under this scenario,

1. The Commercial Tax Department(CTD),Odisha(herein after called "**Authority**")requires the services of reputed, well established and financially sound Manpower Service Provider having experience in providing IT Personnel (herein after called "**Service Provider**") to provide services of System Administrator, Computer Programmer, Data Entry Operator, Electrician and Cleaning & Sweeping Staff on contract basis for their engagement in Luhurachati Checkgate in Bargarh District and in the Data Center in the Transport Commissioner's Office at Cuttack.
2. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

3. This Department has tentative requirement of the manpower as given below

Sl.No.	Name of the Post	Number	Place of Posting
1	System Administrator	01	Data Center at Transport Commissioner's Office,Cuttack.
2	Computer Programmer	03 (01 person per shift x 3)	Luhurachati Check gate
		02	Data Center at Transport Commissioner's Office,Cuttack.
3	Data Entry Operator	18 (6 persons per shift x 3)	Luhurachati Checkgate
4	Electrician	02 Nos.	Luhurachati Checkgate
5	Cleaning & Sweeping Staff	04 Nos.	Luhurachati Checkgate

The requirements may increase/decrease in any/ all the categories. Due to the arduous nature of duty, male candidates are preferred at the check gate. The personnel shall be deployed at the check gate in 3 shifts on 24X7 basis.

4. The interested "**Service Providers**" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) and other requisite documents by **04.07.2012** up to 2.00 PM in the office chamber of the Joint Commissioner (Enf.) Baniyakar Bhawan, Cuttack-753001.
5. The various crucial dates relating to "**Tender for Providing Manpower Services to the Commercial Tax Department, Odisha ,Cuttack- 753001**" are cited in the 3<sup>rd</sup> page of the tender document.
6. **E-mail / Fax bids will be summarily rejected. Late bid shall be out rightly rejected.**
7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested Service Provider are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to Commercial Tax Department**" and "**Financial Bid for Providing Manpower Services to Commercial Tax Department**". Both sealed envelopes should be kept in a third sealed envelope superscribing "**Tender for Providing Manpower Services to Commercial Tax Department**".



8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft / Pay Order drawn in favour of the Commissioner of Commercial Taxes, Odisha, Cuttack and it should accompany the Technical Bid **failing which the tender application shall be rejected summarily.**
9. The successful tenderer will have to deposit a Performance Security Deposit of Three month employees' remuneration including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Commissioner of Commercial Taxes, Odisha, Cuttack covering the period of contract within seven days from the date of signing of the agreement. 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 tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered any further :**
  - (a) Copy of the Service Tax Registration certificate of the Service Provider issued by the competent authority;
  - (b) Copy of PAN/GIR card;
  - (c) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant.
  - (d) Copy of the Balance Sheet and P&L Account for the last three consecutive years certified by the Chartered Accountant.
  - (e) Copies of EPF and ESIC certificates.
  - (f) Copy of the Labour License/Registration under the Contract Labour(Regulation & Control ) Act,1970
  - (g) Certified extracts of the Bank Account containing transactions during last three consecutive years.
  - (h) Experience certificate of providing manpower services to Government Department /PSUs etc.
  - (i) Copy of the terms and conditions at pages 18 to 23 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
11. **Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.**

12. 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. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
13. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder(L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the committee.
15. The competent authority of the Commercial Tax Department reserves the right to annul all bids without assigning any reason.
16. The Authorized signatory shall submit the letter of authorization.
17. The quoted rates shall not be less than the minimum wage fixed/notified by the Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.
18. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case

there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.

19. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
20. The Commercial Tax Department reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

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

The tendering Service Provider should fulfill the following technical specifications:

- 1) The Bidder may be a Proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted.
- 2) The Service Provider should have at least **three years'** experience in providing manpower (preferably IT Personnel) to Government Departments/ Public Sector Companies/ Banks, etc. The Service Provider should have executed a minimum of three such manpower deployed contracts in Odisha during the preceding three year period.
- 3) The Service Provider must have a minimum turn-over of Rs.1crore per annum for the last three consecutive years as per the audited statement of accounts. The bidder organization should be a profit making one in the preceding two financial years.
- 4) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
- 5) The Service Provider should be duly registered with the Service Tax Authorities and having valid labour license under Contract Labour (Regulation & Control) Act,1970.
- 6) The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- 7) The Service Provider should have its own Bank Account.
- 8) The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Department/Office within two months of the signing the agreement.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE  
SUCCESSFUL SERVICE PROVIDER IN THE COMMERCIAL TAX DEPARTMENT,  
ODISHA**

<b>Sl. No.</b>	<b>Designation of the Employee</b>	<b>Age</b>	<b>Qualification</b>
1)	System Administrator	He should be above 21 years of age and not exceeding 35 years	He must be a B.E/B.Tech in ETC (Electronics & Telecommunication) /Computer Science/ EEE(Electrical & Electronics) or MCA with minimum 3 years working experience in managing Operating Systems, Application Softwares, handling Database and any other front-end tools. Candidates with knowledge of SQL Server, .Net(3.5) will be given preference.
2)	Computer Programmer	He should be above 21 years of age and not exceeding 35 years	He must be a Graduate with PGDCA/ Advance Diploma In Software Technology/Equivalent with 3 years working experience in handling Operating Systems, Database & Front-end tools.
3)	Data Entry Operator	He should be above 21 years of age and not exceeding 35 years	Graduate with DCA/Equivalent with minimum typing speed of 40 wpm. He should have working experience in this field for 6 months preferably.
4)	Electrician	He should be above 21 years of age and not exceeding 45 years	Must have passed ITI in Electrical trade with 2 years of working experience.
5)	Cleaning & Sweeping staff	He should be above 21 years of age and not exceeding 45 years	He must be physically fit and mentally sound and should be fit to work even in odd hours

**APPLICATION - TECHNICAL BID**

**(For Providing Manpower Services to Commercial Tax Department, Odisha)**

1. Name of Tendering Service Provider: \_\_\_\_\_
  
2. Status( Proprietor /Partner/  
Director): \_\_\_\_\_  
\_\_\_\_\_
  
3. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ Date \_\_\_\_\_  
of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_
  
4. Full Address of Registered : \_\_\_\_\_  
Office \_\_\_\_\_  
  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
5. Full address of Operating /  
Branch Office : \_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No.: \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
6. Name & telephone no. of :  
Authorized officer/person  
to liaise with Field Office(s) \_\_\_\_\_

7. Banker of the Service Provider: \_\_\_\_\_

(Attach certified copy of statement of  
A/C for the last 3 consecutive years)

Telephone Number of Banker: \_\_\_\_\_

8. PAN / GIR No. : \_\_\_\_\_  
(Attach attested copy)
9. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)
10. E.P.F. Registration No. : \_\_\_\_\_  
(Attach attested copy)
11. E.S.I. Registration No. : \_\_\_\_\_  
(Attach attested copy)
12. Labour License/Registration under The Contract Labour (Regulation & Control) Act,1970
13. Financial turnover of the tendering **Service Provider** for the last 3 consecutive financial years.

Financial Year	Amount (Rs. In lakhs)	Remarks, if any
2008-09		
2009-10		
2010-11		

14. Additional information, if any:  
(Attach separate sheet if space provided is insufficient)
15. Give details of minimum 3 such contracts handled by the tendering Service Provider during the last three consecutive years in the following format  
(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of client, address, telephone & Fax no	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract		Remark
		Type of manpower provided	No.		From	To	

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

Date: Signature of the authorized person

Place: Name:  
Seal :

### DECLARATION

1. 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 / we, am / are 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: Signature of authorized person  
Place: Name:  
Seal:



**APPLICATION - FINANCIAL BID**  
**(For Providing Manpower Services to Commercial Tax Department, Odisha)**

1. Name of tendering 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						
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service Charge /Commission of Service Provider	Service tax	Total per person
1.	System Administrator							
2.	Computer Programmer							
3.	Data Entry Operator							
4.	Electrician							
5.	Cleaning & Sweeping staff							

Date: \_\_\_\_\_ Signature of the authorized person  
Place: \_\_\_\_\_ Name:  
Seal:

**Notes:**

1. The minimum take home remuneration for System Administrator is Rs.15,000/-,for Computer Programmer is Rs.6500/-,for Data Entry Operator is Rs.5200/-.The take home remuneration for Electrician & Cleaning & Sweeping staff shall not be less than the minimum wage fixed/notified by the Government of Odisha.
2. The total rates quoted by the tendering Service Provider should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
3. 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 as certified by the Authority.

## **TERMS & CONDITIONS**

### **GENERAL**

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement 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 effectiveness of the agreement commences w.e.f the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year w.e.f the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. 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 Service Provider and the Authority.
5. The 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.
6. The Department, at present, has tentative requirement of 1 no. of System Administrator, 5 nos. of Computer Programmers, 18nos. of Data Entry Operators, 2 no. of Electricians, 4 nos. of Cleaning & Sweeping Staffs. The requirement of the Department 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.
7. The 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.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons

deployed could be availed without any disruption. The coordinator shall work under the guidance of the Officer in charge of the check gate and shall be answerable to the concerned JCCT of the range.

10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the Department or Office concerned.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
12. The 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.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the 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 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 Service Provider.
17. The 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 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. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
19. The Service provider will provide a list of candidates for the posts of the System Administrator, Computer Programmer, Data Entry Operator and Electrician. The Selection Committee constituted by the Commissioner of Commercial Taxes, Odisha will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on panel" for replacement to meet urgent additions at short notice. The CTD reserves the right to appoint/reject any candidate based on merits of the candidates.
20. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## **LEGAL**

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The 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. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Commercial Tax Department.
24. The 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.
25. The 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.

26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
27. In case, the 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 the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Service Provider shall be held responsible for any loss/damage to the equipments and instruments of the CTD provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the CTD.
29. 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 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.
30. The decision of CCT (Odisha) in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

## **FINANCIAL**

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.50,000/-), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of the Commissioner of Commercial Taxes, Odisha, Cuttack **failing which the tender shall be rejected out rightly.**
32. The Earnest Money Deposit in respect of the Service Provider who does 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 Service Provider fails to deploy the required manpower against the initial requirement within 15days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
33. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the

Commissioner of Commercial Taxes, Odisha, Cuttack covering the period of contract within seven days from the date of signing of the agreement. 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 may be revised by the Authority taking into account the contractual obligation of the Service Provider.

34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
35. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the concerned JCCT in the first week of the succeeding month. The JCCT of the concerned Range shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
36. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the CTD shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the CTD for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
37. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
38. 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.
39. 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.
40. The Personnel deployed by the Service Provider in the Data Center shall work under the direct supervision and control of the Transport Commissioner/ Addl. Commissioner /Joint Commissioner and those deployed at the check gate shall work under the direct supervision and control of the Assistant Commissioner of Commercial Taxes. Besides, the Service Provider shall neither deploy nor

withdraw any personnel at any time without the approval of the JCCT of the concerned ranges.

41. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/office. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
42. 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.
43. 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.

**Note:** These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

**Declaration by the Tenderer :**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of Tenderer with seal)**

**Address :**  
**Phone No (O) :**  
**Date:**

**Name :**  
**Seal :**

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER  
BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by service provider for deployment in Luhurachati check gate, containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

## AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the Governor of Odisha represented by \_\_\_\_\_, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

### And

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, here-in-after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in \_\_\_\_\_ Department/Office; And whereas the "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 "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 "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "\_\_\_" in the \_\_\_\_\_ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "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 person  
authorized to sign on behalf of Service  
Provider**

**Signature of the Authority  
(An officer acting in the premises for  
and on behalf of the Governor of  
Odisha)**

In the presence of witness:-

**Witness**

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

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

**Witness**

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

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

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

**GENERAL**

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement 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 effectiveness of the agreement commences w.e.f the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year w.e.f the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. 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 Service Provider and the Authority.
5. The 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.
6. The Department, at present, has tentative requirement of 1 no. of System Administrator, 5 Nos. of Computer Programmers, 18 Nos. of Data Entry Operators, 2 no. of Electricians, 4 nos. of Cleaning & Sweeping Staffs. The requirement of the Department 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.
7. The 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.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the officer in charge of the check gate and shall be answerable to the concerned JCCT of the range.

10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the Department or Office concerned.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
12. The 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.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the 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 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 Service Provider.
17. The 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 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. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
19. The Service provider will provide a list of candidates for the posts of the System Administrator, Computer Programmer, Data Entry Operator and Electrician. The Selection Committee constituted by the Commissioner of Commercial Taxes,

Odisha will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on panel" for replacement to meet urgent additions at short notice. The CTD reserves the right to appoint/reject any candidate based on merits of the candidates.

20. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## **LEGAL**

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The 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. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Commercial Tax Department.
24. The 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.
25. The 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.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
27. In case, the 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 the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

28. The Service Provider shall be held responsible for any loss/damage to the equipments and instruments of the CTD provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the CTD.
29. 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 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.
30. The decision of CCT (Odisha) in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

### **FINANCIAL**

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.50,000/-), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of the Commissioner of Commercial Taxes, Odisha, Cuttack **failing which the tender shall be rejected out rightly.**
32. The Earnest Money Deposit in respect of the Service Provider who does 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 Service Provider fails to deploy the required manpower against the initial requirement within 15days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
33. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Commissioner of Commercial Taxes, Odisha, Cuttack covering the period of contract within seven days from the date of signing of the agreement. 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 may be revised by the Authority taking into account the contractual obligation of the Service Provider.
34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
35. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the concerned JCCT in the first week of the succeeding month. The JCCT of the concerned Range shall pay the agreed

amount on production of monthly bill. No other charges of any kind shall be payable.

36. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the CTD shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the CTD for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
37. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
38. 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.
39. 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.
40. The Personnel deployed by the Service Provider in the Data Center shall work under the direct supervision and control of the Transport Commissioner /Addl.Commissioner/Joint Commissioner and those deployed at the check gate shall work under the direct supervision and control of the Assistant Commissioner of Commercial Taxes. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the JCCT of the concerned ranges.
41. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/office. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
42. 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.
43. 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.