

GOVERNMENT OF ODISHA
ODIA LANGUAGE, LITERATURE & CULTURE DEPARTMENT

No. 9070 /OLLCD, Dated - 31.12.2019
(RM-24/2019)

From

Sri Debananda Bariha, OCS
Deputy Director & OIC, RM, BKM & UM,
Odia Language, Literature & Culture Department.

To

The Editor,


1. The Samaj, Satyabadi Press, Cuttack,
0671-2305086 (Fax).
2. The Sambad,
B27, Industrial Estate, Rasulgarh, Bhubaneswar,
0674-2588517 (Fax).
3. The Dharitri,
B15, Industrial Estate, Rasulgarh, Bhubaneswar,
0674-2549854 (Fax).

Sub: Publication of Advertisement on or before 02/01/2020
Sir,

In enclosing herewith the copy of the Advertisement for engagement of manpower like Data Entry Operators, Sound Operators, Sound Helpers, Stage Light Operators, Stage Light Helpers, Sweepers, Gardeners and Security Guards for day to day smooth management of Rabindra Mandap, Bhanjakala Mandap and Utkal Mandap through the reputed Service Providers/Firms/Agencies. I am directed to say that the same may kindly be published ^{in e" x 3" size} as per the approved rate of the I & PR Department in your esteemed dailies on or before 02/01/2020 for the interest of the Government.


It is therefore requested to publish the Advertisement by the aforesaid date and submit the bill along with the sample copy etc. to the Director, Odia Language, Literature and Culture for processing of payment at this end.

Yours faithfully,


Deputy Director, OLL&C

Memo No. 9071 /OLLCD, Date- 31.12.2019

Copy forwarded to Senior PS to the Principal Secretary to Govt. Odia Language, Literature & Culture Department for kind information of Principal Secretary.


Deputy Director, OLL&C

Memo No. 9072 /OLLCD, Date- 31.12.2019

Copy forwarded to ^{the} PA to Director and Addl. Secretary to Govt., I & PR Department, Bhubaneswar for information of the Director & Addl. Secretary and ^{na}

Deputy Director, OLL&C 31/12/2019

Memo No. 9073 /OLLCD, Date- 31.12.2019

Copy forwarded to P.A. to Director and Addl. Secretary to Govt., OLL&C Department, Bhubaneswar for information of the Director & Addl. Secretary.

Deputy Director, OLL&C 31/12/2019

Memo No. 9074 /OLLCD, Date- 31.12.2019

Copy along with copy of draft advertisement forwarded to M/s Luminous Infoways, DCB-616, DLF Cybercity, Patia, Bhubaneswar-751024 to upload the matter in the website of Department OLL&C. (www.odishaculture.gov.in) for information of General public to participate in the tender process.

Deputy Director, OLL&C 31/12/2019

Memo No. 9075 /OLLCD, Date- 31.12.2019

Copy along with copy of draft advertisement forwarded to Establishment Section to upload the matter in the website of Department OLL&C. (www.odishaculture.gov.in) for wider publicity.

Deputy Director, OLL&C 31/12/2019

Memo No. 9076 /OLLCD, Date- 31.12.2019

Copy along with copy of draft advertisement forwarded for display in the Notice Board Department OLL&C / Rabindra Mandap, Bhanja kala Mandap & Utkal Mandap for wider publicity.

Deputy Director, OLL&C 31/12/2019

**GOVERNMENT OF ODISHA
ODIA LANGUAGE, LITERATURE & CULTURE DEPARTMENT,
ODISHA, BHUBANESWAR**

**Quotation Call notice for providing services for different jobs for the Rabindra Mandap,
Bhanjakala Mandap and Utkal Mandap.**

No.(RM-24/2019)

/OLL&C Deptt. Dated

Sealed quotations are invited from the reputed service providers having past experience in providing services for jobs in different Offices / Organization through a suitable agency on contract basis for Data Entry Operators, Sound Operators, Sound Helpers, Stage Light Operators, Stage Light Helpers, Sweepers, Gardeners and Security Guards for day to day smooth management of Rabindra Mandap, Bhanjakala Mandap and Utkal Mandap. The bidders are requested to submit the rate chart of 1. Data Entry Operators 2. Sound Operators, Sound Helpers, Stage Light Operators, Stage Light Helpers 3. Sweepers 4. Gardeners and 5. Security Guards separately for each case in the same quotation format as applicable for manpower published in the advertisement. The Services Providers / agencies shall submit the said bid in the prescribed format with on the envelope quoted for the manpower of **“Data Entry Operators / Sound Operators / Sound Helpers / Stage Light Operators / Stage Light Helpers / Sweepers / Gardeners / Security Guard”** in a sealed envelope. The last date for receiving of quotation is 16.01.2020 up to 5.00 P.M and will be open at 3.30 P.M on the next day i.e on 17.01.2020. Details can be seen and downloaded from website www.orissaculture.gov.in . The Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.


Director I/C

GOVERNMENT OF ODISHA

ODIA LANGUAGE LITERATURE & CULTURE DEPARTMENT

DOCUMENTS FOR QUOTATION

For providing Service of **Sound Operators, Sound Helpers, Stage Light Operators, Stage Light Helpers, Gardener (Mali), Security Guards and Sweepers** by a reputed Service Provider/Agencies.

(a) Issue of Quotation (down loaded/ obtained in person):

(b) Date and time for submission of Quotation:

(c) Date and time for opening of Quotation:

(d) EMD amount:

(The Cheque/BD No. with date & name of the Bank should be specified by the Quotationers)

Statement showing the detail required post with prescribed qualification

Sl. No.	Category	Posts	Prescribed Qualification	Required number
1	UNSKILLED	Sweeper	Literate	To be provided as per requisition of the management
2	SEMI SKILLED	Security Guards	M.E. pass with knowledge in cycle riding. He must have good physic with minimum 5'.6" height	To be provided as per requisition of the management
3	SKILLED	Sound Operator	National Trade Certificate in Electrical and Electronic from a recognized industrial training institute Sound Operator & Sound helper with 2 years experience	
4	SEMI SKILLED	Sound Helper	National Trade Certificate in Electronic from a recognized industrial training institute Sound Operator & Sound helper with 2 years experience	
5	SKILLED	Stage Light Operator	National Trade Certificate in Electrical and Electronic from a recognized industrial training institute Sound Operator & Sound helper with 2 years experience	
6	SEMI SKILLED	Stage Light Helper	Certificate Electrical and electronics from recognized institute	
7	SEMI SKILLED	Gardener(Mali)	Matriculation pass having knowledge of plant grafting, application of manure and pesticides in the seedlings etc.	
8	SKILLED	Data Entry Operater	Graduation having knowledge of Computer & Accounts	

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR QUOTATIONERS

1. The Odia Language Literature & Culture Department, Bhubaneswar-14 requires the service of reputed, well established and financial sound Manpower Service Providers to provide services of **Sound Operators, Sound Helpers, Stage Light Operators, Stage Light Helpers, Gardener (Mali), Security Guards and Sweepers** for a period of one year on contract basis for the day to day management of the Rabindra Mandap, Bhanja Kala Mandap and Utkal Mandap.
2. The contract for providing the aforesaid manpower is likely to commence from dt. 01.02.2020 and would continue till dt. 31.01.2021. The period of contract may be further extended beyond the above period provided the requirement of the Director, OLL&C for manpower persist at the time or may be curtailed/terminated before the agreement period owing to insufficiency in service or substandard quality of manpower deployed by the approved Service Providers/Agencies. The OLL&C Department however, reserves the right to terminate this initial contract at any time after on week's notice to the selected Service providers/ Agencies.
3. The Director OLL&C has to decide its tentative requirement time to time as and when required. The requirements may increase/ decrease in any all the categories of the posts depending on the programme at aforesaid Mandap.
4. The interested Service providers shall have to submit the Quotations indicating the rate per person per month including all charges.
5. The interested Service providers may submit the Quotations with complete documents in all respect along with Earnest Money Deposit(E.M.D) of Rs.5000.00(Rupees Five Thousand)only documents and submit the Quotation on or before dt. 16.01.20 by 3.30 p.m. at the Director OLL&C, Sanskruti Bhawan, Odisha, Bhubaneswar-14 and the same shall be opened at 4.00 p.m. on dt. 17.01.2020 by the Director, OLL&C. The interested Quotationers/ their authorised representatives may like to remain present at the opening time of the Quotations. The E.M.D. amount of unsuccessful Quotationers shall be refunded after completion of selection procedure.
6. The interested Service Providers are advised to submit the Quotations in sealed envelope with super scribing "For Providing Manpower Service to Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap, OLL&C Department.
7. The Earnest Money Deposit(EMD) of Rs.5000.00(Rupees Five Thousand)only shall be refunded (without interest), should be necessarily accompanied with the Quotation of the Service Provider in shape of Demand Draft payable in favour of **Deputy Director, Culture & OIC, Rabindra Mandap** otherwise the Quotations shall be rejected automatically.
8. The successful Quotationers will have to deposit Security Deposit of RS. 10,000/- (Rupees Ten Thousand) only for each category of posts in shape of Bank Draft in favour of **Deputy Director, Culture & OIC, Rabindra Mandap** before signing the agreement. The aforesaid Security Deposit amount shall be refunded only after successful completion of the service during the agreement period or deduction of amount towards negligence of service / damage caused by the persons the case may be. Moreover, if the amount is more than the Security Amount, then the same shall be deducted from the monthly claim of the Firm/Agency. The period will be remain valid for on e year which be extended if authority satisfies on service.

9. The tendering Man power Service Provider are required to enclose photocopies of the following documents (duly attested by Group "A" gazetted officers of the State Governments/Central government), along with the quotations, failing which their Quotations shall be summarily / out rightly rejected and will not be considered any further:
- (a) Registration certificate of the applicant organisation:
 - (b) Registration Certificate under the Odisha Shop and Commercial establishments Act. 1956;
 - (c) Copy of PAN / GIR card.
 - (d) Copy of the IT return files for the last three financial years. i.e. for 2010-11, 2011-12, 2012-13.
 - (e) Copies of EPF & ESI certificates.
 - (f) Copy of the Service Tax registration certificate.
 - (g) Certified extracts of the Bank Account containing transactions during last three years. i.e. for 2010-11, 2011-12, 2012-13.
 - (h) Copy of the audit report for last 3 years i.e. for 2010-11, 2011-12, 2012-13.
 - (i) License of private Security registration Act.-2005 (PSARA)
10. The conditional Quotation shall not be considered and will be out rightly rejected in very first instance.
11. All entries in the Quotation form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. No overwriting or cutting is permitted in the quotation form. In such cases, the Quotation shall be summarily rejected. However the cutting, if any, in the Quotation form must be initialled by the person authorised to sign the Quotation.
12. The Director, **OLL&C** reserves the right to cancel all Quotations without assigning any reason.
13. Quotation Selection Criteria:- The eligible Quotationers fulfilling all the required criteria and quoting the lowest gross amount and confirming minimum take home wage for each category of manpower shall be preferred as successful Quotationers.

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**TECHNICAL REQUIREMENTS PROVIDING MANPOWER
BY THE SERVICE PROVIDER.**

1. The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Office. Besides, if the Controlling Officer is procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least **3 years** experience in providing Manpower to Government Departments, Public Sector Companies/ Banks, etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax Departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Director, **OLLA Culture**) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement (Rs.6.00 Lakhs per annum).
 - (i) Execution of contracts of similar type (Rs. 0.50 Lakhs per month) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
 - (j) They should be registered under "The Orissa Shops and Commercial Establishments Act, 1956.
 - (k) They should submit the copy of the audit report for last 3 years.

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APPLICATION FROM FOR QUOTATION FOR -----

For Providing Manpower Services to Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap, Culture Department

1. Name of the Quotationer : _____
(Service Provider/Agency)

2. Details of Earnest Money Deposit: DD No. _____ Date _____
Of Rs. _____ drawn on Bank _____

3. Name of Proprietor /Partner/
Director: _____

4. Full Address of Registered:
Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address: _____

5. Full address of Operating
/ 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 Manpower Service Provider: _____
(Attach certified copy of statement of
A/c for the last Three 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. : _____

11. E.S.I. Registration No. _____

(Attached Attested copy)

12 Registration Certificate under "The Odisha Shop & Commercial Establishment Act. 1956: _____

13 Financial Turn over of the tender Manpower Service Provider for the last 3 Financial Years.

Financial year	Amount (Rs. Lakhs)	Remarks, If any
2016-17		
2017-18		
2018-19		

14 Copy of the audit report for last 3 years : _____

15 Additional information, if any :

(Attach separate sheet if space provided is insufficient)

16 Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

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

Sl. No.	Name of Client, address, Telephone & Fax no.		Manpower services Provided	Amount of Contract (Rs. Lac)	Duration of Contract	
	Type of Manpower provided	No.			From	To

17. Additional information, if any

(Attach separate sheet, if required):

Signature of authorised person

Name :

Seal

Date :

Place

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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 Quotation at any stage besides liabilities towards prosecution under
appropriate law.

Signature of authorized person
Full Name: _____
Seal:

Date:
Place:

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APPLICATION - E.S.I. BELT
For Providing Manpower Assistance to Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap, Culture Department

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) 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 Charges	Service Tax	Total per person

Date:
Place:

Signature of authorized person
Full Name:
Seal:

❖ Minimum take home wage as mentioned in the statement showing the detail required post with prescribed qualification.

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.

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APPLICATION - NON- E.S.I. BELT
For Providing Manpower Assistance to Culture Department, Odisha

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) 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 Charges	Service Tax	Total per person

Date:
Place:

Signature of authorized person
Full Name:
Seal:

Minimum take home wage as mentioned in the statement showing the detail required post with prescribed qualification.

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.

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TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire onunless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower will be outsourced from the manpower service provider on proper requisition by the Director, OLL & Culture.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work as per the duty hours fixed by the Management or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and may also required to work beyond duty hours if necessary for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service provider shall provide the person required by the Director, OLL & Culture as per the statement showing the details required post with Prescribed qualification (Copy enclosed) at the minimum wages fixed by the Labour & Employment Department, Govt. of Odisha from time to time.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Director, OLL & Culture so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Director, OLL & Culture or Office concerned shall be that of the Manpower service Provider and the Director, OLL & Culture or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Director, OLL & Culture or Office concerned.

12. 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 Director, OLL & Culture or Office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Director, OLL & Culture 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 Director, OLL & Culture or Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Director, OLL & Culture 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.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance 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.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Police verification report of the person to be deployed by the service provider is to be submitted.
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 Director, OLL & Culture or office concerned. The Manpower 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 Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Director, OLL & Culture or office concerned. The Director, OLL & Culture or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Director, OLL & Culture 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 Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Director, OLL & Culture 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 Director, OLL & Culture or office concerned.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Director, OLL & Culture or the office concerned is put to any loss / obligation, monetary or otherwise, the Director, OLL & Culture or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. 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 Director, OLL & Culture or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Director, OLL & Culture or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

*** Note :- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

FINANCIAL

29. The Quotation should be accompanied with an Earnest Money Deposit (EMD), refundable without interest in the form of Demand Draft / Pay Order drawn in favour of Deputy Director, Culture & OIC, Rabindra Mandap, Director, OLL& Culture, Sanskruti Bhawan, Odisha State Museum Campus, Lewis Road Bhubaneswar -14 **falling which the tender shall be rejected out rightly.**
30. The Earnest Money Deposit in respect of the agencies which do not qualify the Quotation shall be returned to them without any interest. **In case of successful Quotationer 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.**
31. The successful Quotationer will have to deposit a Performance Security Deposit of Rs.10,000/- (Rupees Ten Thousand) only for each category of the post in shape of Demand Draft from any Nationalized Bank drawn in favour of the Deputy Director, Culture & OIC, Rabindra Mandap.
32. 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.
33. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Director, OLL& Culture or Office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
34. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Director, OLL& Culture or Office concerned.
35. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
36. 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.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
39. The successful Quotationer will enter into an agreement with this Director, OLL& Culture for supply of suitable and qualified manpower as per requirement of this Director, OLL& Culture on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE QUOTATION

1. Application Form for Quotation;
2. Attested copy of registration of agency;
3. Certified copy of the statement of Bank Account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Attested copy of the registration certificate under "The Odisha Shops and Commercial Establishments Act, 1956";
10. Certified documents in support of the financial turnover of the agency;
11. Certificate copy of the audit report for the last three years;
12. Certified documents in support of entries in column 13 of application form of Quotation;
13. Copy of the terms and conditions of Quotation have been duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower shortlisted by agency for deployment in Rabindra Mandap, Bhanja Kala Mandap, Utkal Mandap & Director, OLLA Culture containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Police verification report of the person deployed.
4. Any other document considered relevant.

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AGREEMENT

This Agreement is made on this _____ day of _____ Between the Director, OLL&C & Additional Secretary to Govt., OLL&C, Department, Odisha, Bhubaneswar 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;

M/s _____ And _____ represented by Sri _____, here-in-after called the "Manpower 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 _____ Rabindra Mandap / Bhanja Kala Mandap /Utkal Mandap

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

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

Now this agreement witnesses as below:-

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

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

**Signature of the 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
Director, Culture & Addl. Secy. to Govt.,
Culture Department.**

In the presence of witness:-

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

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

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

2. Name:.....

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ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from and shall continue till unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report at the time suitable to the Management if necessary he may also be required to work beyond duty hours for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The age limit of the persons deployed by the Manpower service provider shall be followed as per the direction Director, Culture from time to time.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Director, Culture so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Directorate of Culture or Office concerned shall be that of the Manpower Service Provider and the Director, Culture or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Director, Culture or Office concerned.

11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Directorate of Culture or Office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Directorate of Culture 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 Directorate of Culture or Office concerned and an Authorized representative of the Manpower Service Provider.
13. The Director, Culture shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption irregular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Directorate of Culture 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 Labor (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Police verification report of the person to be deployed is to be submitted.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Directorate of Culture or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

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- 21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Directorate of Culture or office concerned. The Directorate of Culture or office concerned shall have no liability in this regard.
- 23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Director, Culture 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 office concerned.
- 24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Director, Culture or office concerned or any other authority under Law.
- 25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Directorate of Culture or office concerned..
- 26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Director, Culture or the office concerned is put to any loss / obligation, monetary or otherwise, the Director, Culture or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- 27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Directorate of Culture or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 28. 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.
- 29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Director, Culture or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Director, Culture or Office concerned.
- 31. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill.

