

GOVERNMENT OF ODISHA
TOURISM & CULTURE (CULTURE) DEPARTMENT

No. ^{*****} 4563 /DC, Date - 22/5/2012
(XII.C.R.M. 16/2012)

From

Sri Sushil Kumar Das, OAS (SAG),
Director, Culture & Additional Secretary to Govt.
Tourism & Culture (Culture) Department.

To

1. The Editor, "The Samaja", Satyabadi Press, Cuttack. 0671-2305086 (Fax),
E-mail: www.thesamaja.com
2. The Editor, "The Sambad", B-27, Industrial Estate, Rasulgarh, Bhubaneswar-10.
0674-2588517 (Fax), E-mail: www.sambadepaper.com

Sub.: - Publication of advertisement on 25/5/2012

Sir,

In enclosing the copy of the draft advertisement for engagement of Security Guards, Sound Operators, Sound Helper, Electrician and Electrical Helper through reputed Service Providers / Agencies, I am to say that the same may be published as per the approved rate of the I & P.R. Department in your esteemed daily on 25/5/2012 for the interest of Government.

It is therefore requested to publish the advertisement in the aforesaid date and submit the bill along with the copy approved rate chart of I & P. R. Department to the Director, Culture for necessary pass and payment.

Yours faithfully,


Director, Culture & Addl. Secy. to Govt.

Memo No.- 4564 /DC, Date - 22/5/2012

Copy forwarded to P.S. to Principal Secretary to Government, Tourism & Culture (Culture) Department for kind information of Principal Secretary to Govt., Tourism & Culture (Culture) Department.


Director, Culture & Addl. Secy. to Govt.

Memo No.- 4565 /DC, Date - 22/5/2012

Copy forwarded to the Director, I & P.R. Department for kind information.


Director, Culture & Addl. Secy. to Govt.

QUOTATION CALL NOTICE

Sealed quotations are invited from reputed Service Providers / Agencies to provide **Security Guards, Sweepers, Sound Operators, Sound Helper, Electrician, Electrical Helper for Rabindra Mandap / Bhanja Kala Mandap / Utkal Mandap, Bhubaneswar**. Rates are to be quoted for each category of aforesaid posts per month in figures and words including the name of the agencies and mobile phone Nos. and Seal with full signature. **Quotations will be received by the undersigned up to 3.30P.M on 7.6.212 and will be opened on the same day at 4.00 P.M. at Sanskruti Bhawan by the Director, Culture.** Quotationers or their authorized representatives are requested to remain present at the time of opening of quotation. Detail terms and conditions are available in the web site www.orissaculture.gov.in and also with the Caretaker, Rabindra Mandap / Bhanja Kala Mandap / Utkal Mandap, Bhubaneswar. Quotationers are required to deposit **Rs.5000/-(Five thousand)** only in shape of Bank Draft in favor of the Deputy Director & O.I.C. R.M. / Caretaker, Rabindra Mandap as E.M.D. along with copy of the Registration Certificate. E.M.D. amount of the un-successful quotationers will be refunded after completion of the selection procedure. Successful quotationers will make an agreement with the Director, Culture & Additional Secretary to Govt. Tourism & Culture (Culture) Department. Moreover, the successful quotationers must have to deposit an amount of **Rs.10,000/-(Rupees Ten thousand)** only as refundable security deposit in favor of the Deputy Director, Culture and O.I.C., Rabindra Mandap in shape of Bank Draft for each category of post before signing the agreement. Security deposit amount shall be refunded only after successful completion of service during the agreement period or deduction of amount towards negligence of service / damaged caused by the person as the case may be. Moreover, if the amount is more than the security deposit amount, then the same shall be deducted from the monthly claim of the Firm / Agency. The **period will be remained valid for one year** which may be extended if authority so desires. The authority reserves the right to reject any or all of the quotations without assigning any reason thereof.


Sd/-S.K.Das, Director, Culture

GOVERNMENT OF ODISHA
TOURISM & CULTURE (CULTURE) DEPARTMENT

QUOTATION CALL NOTICE FOR PROVIDING SERVICES IN DIFFERENT JOBS IN RABINDRA MANDAP,
BHANAJA KALA MANDAP & UTKAL MANDAP.

No.- 4563 /DC, Date-22.05.2012

Sealed **Quotations** are invited from reputed Service Providers having past experience in providing services for different jobs in different offices / organizations through a suitable placement agency on contract basis for **Security Guards, Sweepers, Sound Operators, Sound Helpers, Electricians, Electrical Helpers** for day to day management of the Rabindra Mandap / Bhanja Kala Mandap / Utkal Mandap. The Service Providers / Agencies shall submit the bid in the prescribed format. Details and last date can be seen and downloaded from our website: www.orissaculture.gov.in. The authority reserves the right to cancel the Quotations without assigning any reason thereof. The last date for receiving of Quotations is 07.06.2012 up to 3.30 P.M. and will be opened at 4 P.M. on the same day.

The application forms for aforesaid posts have been given in the Website of Directorate of Culture which may either be downloaded from the Website: www.orissaculture.gov.in or obtained in person from the Caretaker, Rabindra Mandap, Bhubaneswar on any working day between 11 A.M. to 4 P.M. The last date and time for submission of Quotation is 07.06.2012 up to 3.30 P.M.


DIRECTOR, CULTURE

GOVERNMENT OF ODISHA
TOURISM & CULTURE (CULTURE) DEPARTMENT

DOCUMENTS FOR QUOTATION

For providing Services of Security Guards, Sweepers, Sound Operators, Sound Helpers, Electricians, Electrical Helpers by a reputed Service Provider / Agencies.

(a) Issue of Quotation (downloaded / 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	Post	Prescribed qualification	Required number
1	UNSKILLED	Security Guard	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.
		Sweeper	Literate	
2	SKILLED	Electrician	National Trade Certificate in Electrical from a recognized industrial training institute sound operator & sound helper with 2 years experience.	
		Electrical Helper	National Trade Certificate in Electrical from a recognized industrial training institute sound operator & sound helper with 2 years experience.	
		Sound Operator	National Trade Certificate in Electrical from a recognized industrial training institute sound operator & sound helper with 2 years experience.	
		Sound Helper	National Trade Certificate in Electrical from a recognized industrial training institute sound operator & sound helper with 2 years experience.	

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR QUOTATIONERS

- 1. The Tourism & Culture (Culture) Department, Bhubaneswar-14 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Security Guards, Sweepers, Sound Operators, Sound Helpers, Electricians, Electrical Helpers for a period of one year on contract basis for the day today management of the Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap.**
- 2. The contract for providing the aforesaid manpower is likely to commence from 1st July, 2012 and would continue till 30th June, 2013. The period of the contract may be further extended beyond the above period provided the requirement of the Directorate of Culture for manpower persists at that time or may be curtailed / terminated before 30th June, 2013 owing to inefficiency in service or substandard quality of manpower deployed by the approved Service Providers / Agencies. The Culture Department however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Providers / Agencies.**
- 3. This Directorate of Culture has to decide its tentative requirement time to time as and when required. The requirements may increase/decrease in any all the categories of posts depending on the programmes at aforesaid Mandaps.**
- 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 respects along with Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees five thousand) only documents and submit the Quotation on or before 07.06.2012 by 3.30 P.M. at Directorate of Culture, Sanskruti Bhawan, Odisha State Museum Campus, Bhubaneswar – 14 and the same shall be opened at 4 P.M. on the same day by the Director, Culture. The interested Quotationers / their authorized Representatives may like to remain present at the opening time of the Quotation. The EMD amount of unsuccessful Quotationers shall be refunded after completion of selection procedure.**
- 6. The interested Service Providers / Agencies are advised to submit the Quotations in sealed envelope with super scribing "For Providing Manpower Services to Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap, Culture Department."**
- 7. The Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees Five Thousand) only refundable (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 & O.I.C., Rabindra Mandap otherwise the Quotations shall be rejected automatically.**
- 8. The successful Quotationer will have to deposit a Security Deposit of Rs.10,000/- (Rupees Ten Thousand) only for each category of post in shape of Bank Draft in shape of Demand Draft payable in favour of Deputy Director, Culture & O.I.C., 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 / damaged caused by the person as 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 one year which may be extended if the authority so desires.**

9. The tendering Manpower Service providers 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 organization;
- (b) Registration Certificate under "The Orissa Shops and Commercial Establishments Act, 1956;
- (c) Copy of PAN / GIR card;
- (d) Copy of the IT return filed for the last three financial years;
- (e) Copies of EPF and ESI certificates;
- (f) Copy of the Service Tax registration certificate;
- (g) Certified extracts of the Bank Account containing transactions during last three years;
- (h) Copy of the audit report for last 3 years;

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 authorized 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 cuttings, if any, in the Quotation Form must be initialed by the person authorized to sign the Quotation.

12. The Director, Culture 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 Quotationer.

**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 Directorate of 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.**

APPLICATION FORM FOR QUOTATION

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. : _____
(Attach attested copy)

11. E.S.I. Registration No. : _____
(Attach attested copy)

12. Registration Certificate under "The Odisha Shops and Commercial Establishments Act, 1956: _____

13. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years.

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2009-10		
2010-11		
2011-12		

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 authorized person
Name:
Seal:

Date:
Place:

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:

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:

SI 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.**

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:

SI 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.**

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 Directorate of 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 Directorate of 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 Directorate of 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 Directorate of Culture or Office concerned shall be that of the Manpower service Provider and the Directorate of 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 Directorate of 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 Directorate of 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 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.
14. The Directorate of 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 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.

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 Directorate of Culture or office concerned. The Directorate of 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 Directorate of 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 Directorate of 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 Directorate of 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 Directorate of Culture or the office concerned is put to any loss / obligation, monetary or otherwise, the Directorate of 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 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 Directorate of 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, Directorate of Culture, Sanskruti Bhawan, Odisha State Museum Campus, Lewis Road Bhubaneswar -14 failing 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 Directorate of 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 Directorate of 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 Directorate of Culture for supply of suitable and qualified manpower as per requirement of this Directorate of 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 & Directorate of 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.**

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Director, Culture & Additional Secretary to Govt., Culture 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;

And

M/s _____ 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 " _____ " in the _____ (name of the Directorate of Culture/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:.....

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

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

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

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.

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 bills in the succeeding month.

- 32. 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.**
- 33. 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.**
- 34. 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.**

