

## TENDER DOCUMENTS

**Aims & Objectives** : Like other Museums in the country, Odisha State Museum, Bhubaneswar reflects the rich culture and heritage of Odisha. Therefore 18nos. of gallery halls, 2nos. of Central Store, Library, Administrative Block, Long Varandah 6nos., Conference Hall, Sales Counter and a Entrance Hall. Every day thousands of visitors, students and scholars from India and abroad are coming to the Odisha State Museum. So one sweeper and one attendant are immediately required for sweeping and attending the above area with other similar staffs. As per the Government Rule the State Museum require a good, experienced, Govt. approved firm to supply the above suitable manpower service provider with the contract between Odisha State Museum and firm in the following terms and conditions.

**Sd/-**  
Superintendent of Museum,  
Odisha, Bhubaneswar.

## Terms & Conditions

### General

1. The Agreement shall commence w.e.f. 01.01.2016 and shall continue till 31.12.2016. 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 31.12.2016 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 will be outsourced from the Manpower Service Provider on proper requisition by the Office of the Superintendent of Museum, Odisha, Bhubaneswar.
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 Office of the Superintendent, Odisha State Museum 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 Office of the Superintendent, Odisha State Museum 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned shall be that of the Manpower Service Provider and the Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar.
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 office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar or Office concerned. Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 office of the Superintendent of Museum, Odisha, Bhubaneswar 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 office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar or the Office concerned is put to any loss / obligation, monetary or otherwise, the office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 of the Superintendent of Museum, Odisha, Bhubaneswar 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 Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of ( Rupees 0.5% of the contract value ) in the form of demand draft/pay order drawn in favour of Superintendent of Museum, Odisha, Bhubaneswar failing which the tender shall be rejected out rightly.
30. The earnest money deposit in respect of the agencies which do not qualify the Technical Bid (1<sup>st</sup> stage)/Financial Bid (2<sup>nd</sup> competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
31. The successful Tenderer 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 Bank Draft from any Nationalized Bank drawn in favour of the Superintendent of Museum, Odisha, Bhubaneswar.

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 Office of the Superintendent of Museum, Odisha, Bhubaneswar 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 office of the Superintendent of Museum, Odisha, Bhubaneswar 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 Tenderer will enter into an agreement with this Office of the Superintendent of Museum, Odisha, Bhubaneswar for supply of suitable and qualified manpower as per requirement of this Office of the Superintendent of Museum, Odisha, Bhubaneswar.

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**Documents to be provided with the Tender :**

1. Application Form for Tender :
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 / Gm 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 Tender :
13. Copy of the terms and conditions of Tender 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 office of the Superintendent of Museum, Odisha, Bhubaneswar 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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To  
The Superintendent of Museum,  
Odisha, Bhubaneswar.

**Ref.** Tender Notice No. \_\_\_\_\_ dt., \_\_\_\_\_.

**Sub.:** Tender Documents for supply of Manpower for Odisha State Museum, Bhubaneswar.

Sir/Madam,

I/We \_\_\_\_\_ offer to supply the Manpower as indicated in the tender notice and the tender documents at the rate quoted and hereby myself / ourselve to execute the demand as per the scope stipulated in the tender documents.

I/We have read the term and condition of the works and the tender documents attached hereto and agree to abide by such condition.

I/We bind myself/ourselves to execute an agreement in the proforma prescribed by Odisha State Museum failing which I/We shall have no objection to the forfeiture of the earnest money deposited by me/us with Odisha State Museum and cancellation of contract/agreement and to bear all the liabilities for such failure.

**Name & Address of the  
Manpower Service Provider**

**Application – Financial Bid  
For Providing Manpower Assistance to Odisha State Museum, Bhubaneswar.**

1. Name of the 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
1.	Sweeper							
2.	Attendant							

**\*Minimum take home remuneration per person should be Rs.4,750/- For Sweeper / Attendant.**

Signature of authorized person  
Full Name :  
Seal :

Date :

Place:

**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 Form For Tender  
For Providing Manpower Services to Odisha State Museum, Bhubaneswar.**

1. Name of the Tenderer  
(Service Provider / Agency) : \_\_\_\_\_
  
2. Name of Proprietor / partner/  
Director : \_\_\_\_\_
  
3. Full Address of Registered Office : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_
  
- Tel/Fax/email : \_\_\_\_\_  
: \_\_\_\_\_
  
4. Full Address of Operating /  
Branch Office : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_
  
5. Name & Telephone No. of  
Authorized Officer/person  
To liaise with field office(s) : \_\_\_\_\_  
: \_\_\_\_\_
  
6. Banker of the Manpower  
Service Provider : \_\_\_\_\_  
: \_\_\_\_\_  
(Attach certified copy of statement)  
of A/c for the last three years : \_\_\_\_\_  
: \_\_\_\_\_
  
- Telephone No. of Banker : \_\_\_\_\_
  
7. PAN /GIR No.  
(Attach attested copy) : \_\_\_\_\_
  
8. Service Tax Registration No.  
(Attach attested copy) : \_\_\_\_\_  
: \_\_\_\_\_
  
9. E.P.F. Registration No.  
(Attach attested copy) : \_\_\_\_\_  
: \_\_\_\_\_

10. E.S.I. Registration No. \_\_\_\_\_ : \_\_\_\_\_  
(Attach attested copy)
11. Registration Certificate under "The Odisha Shops and Commercial Establishments Act, 1956 : \_\_\_\_\_.
12. Financial Turnover of the tendering Manpower Service Provider for the last 3 financial years.

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2012-13		
2013-14		
2014-15		

13. Copy of the audit report for last 3 years :- \_\_\_\_\_
14. Additional information, if any :  
(Attach separate sheet if space provided is insufficient)
15. 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 the Client, Address, Tel/Fax No.		Manpower Services Provided	Amount of (Rs. Lac)	Duration of Contract	
	Type of Manpower provided	No.			From	To

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

Signature of authorized person  
Name :  
Seal :

Date :

Place :

## **DECLARATION**

1. \_\_\_\_\_ 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 documents would lead to rejection of  
my tender 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 the Office of the**  
**Superintendent of Museum, Odisha, Bhubaneswar.**

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	*Take Home remuneration	EPF	ESI	Other Statutory dues if any	Service charges	Service tax	Total per person

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

Signature of authorized person  
Full Name:  
Seal:

Date:  
Plac:

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 the Office of the**  
**Superintendent of Museum, Odisha, Bhubaneswar.**

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	*Take Home remuneration	EPF	ESI	Other Statutory dues if any	Service charges	Service tax	Total per person

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

Signature of authorized person  
Full Name:  
Seal:

Date:  
Plac:

**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.

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

1. Office of the Superintendent of Museum, Odisha, Bhubaneswar requires the services of reputed, well established and financially sound Manpower service provider to provide services of 04 nos. of sweepers and 03 nos. of Attendant for sweeping work and watch & ward of Odisha State Museum.
2. The contract for providing the aforesaid manpower is likely to commence from 1.1.2016 and would continue till 31.12.2016. The period of the contract may be further extended beyond the above period provided the requirement of the Odisha State Museum, Bhubaneswar for manpower persists at that time or may be curtailed/ terminated before 31.12.2016 owing to inefficiency in service or substandard quality of manpower deployed by the approved service provider/ agencies. The Superintendent of Museum reserves right to terminate this initial contract at any time after giving one week's notice to the selected service provider/ agencies.
3. The Superintendent of Museum, Odisha, Bhubaneswar has to decide its tentative requirement time to time as and when required.
4. The interested service providers shall have to submit the tender indicating the rate per person per month including all charges.
5. The interested service providers shall have to submit the tenders with complete documents in all respects and submit the tender on or before 22.12.2015 by 3.00 P.M. at office of the Superintendent of Museum, Bhubaneswar. The interested tenderers / their authorized representatives may like to remain present at the opening time of the tender documents.
6. The interested service providers / agencies are advised to submit the tenders in sealed envelope with super scribing "for providing manpower services to Odisha State Museum on 1.1.2016.
7. The successful tenderer 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 Superintendent of Museum, Odisha, Bhubaneswar 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 mount, 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.
8. The tendering manpower service providers are required to enclose photo copies of the following documents (Duly attested by Group 'A' Gazetted Officers of the State Government / Central Government), along with the quotations, failing which their tender 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 Odisha 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.

9.The conditional tender shall not be considered and will be out rightly rejected in very first instance.

10.All entries in the tender form should be legible and filled clearly If the space fr furnishing information is insufficient, a separate sheet duly signed by the authorize signatory my be attached. No overwriting or cutting is permitted in the quotation Form. In Such Cases, the tender shall be summarily rejected. However, the cuttings, if any, in the tender form must be initialed by the person authorized to sign the tender.

11.The Superintendent of Odisha State Museum reserves the right to cancel all tender without assigning any reason.

12.Tender selection criteria: The eligible tender 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 tenderer.

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