



REGIONAL INSTITUTE OF PLANNING,  
APPLIED ECONOMICS & STATISTICS,  
ODISHA, BHUBANESWAR

A/ 65, Nayapalli,  
Bhubaneswar-751 012  
Tel. No.0674-2392283  
E-mail- [ripaesodisha@gmail.com](mailto:ripaesodisha@gmail.com)

**Nc. 1050 / RIPAE&S/19/2020 Bhubaneswar Dt.03.09.2021**

**TENDER NOTICE**

**[For award of contract for outsourcing Documentation Assistants-cum-DEO at RIPAE&S, Bhubaneswar]**

Sealed tenders are invited from intending service providers for providing Documentation Assistants-cum-DEO to Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), Bhubaneswar on outsourcing basis in the prescribed format of tender documents.

The detailed information for outsourcing the aforesaid manpower has been given in the tender documents which may either be downloaded from the RIPAE&S Website: [www.ripaesodisha.nic.in](http://www.ripaesodisha.nic.in) or obtained in person from the Office of Director, RIPAE&S, Odisha, Bhubaneswar in any working day from **07.09.2021 to 23.09.2021** between **11.00 AM to 4.00 PM** on payment of **Rs.500/-** in cash or in shape of Bank Draft for **Rs. 500/-**(non-refundable). The downloaded Tender Document from the website should be submitted along with a Bank Draft/ Bankers Cheque of Rs. 500/- (non-refundable). The Bank Draft/ Bankers Cheque should be in favour of **Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar, Odisha.**

The tender document will be received only through **speed post/registered post** during office hour. Any other mode of submission of tender documents will not be accepted. The last date of submission of Tender Document is **24.09.2021 by 5.00 PM**. The office shall not be responsible for any kind of postal delay. The Director, RIPAE&S, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof.

Sd/-

**DIRECTOR  
RIPAE&S**

Memo No. **1051** /RIPAES-19/20      Date:03.09.2021

Copy of the Tender Call Notice (Hard copy and Soft copy) forwarded to Director, I & PR with a request to take necessary action for early publication of the Tender Call Notice in two widely circulated Odia daily newspapers and one National daily newspaper.

Sd/-  
Director

Memo No. **1052** /RIPAES-19/20      Date:03.09.2021

Copy along with hard copy and soft copy of the Tender Notice and Tender Document forwarded to NIC, Bhubaneswar for hoisting in the website of Director, Regional Institute of Planning, Applied Economics & Statistics, Bhubaneswar i.e. [www.ripaesodisha.nic.in](http://www.ripaesodisha.nic.in).

Sd/-  
Director

Memo No. **1053** /RIPAES-19/20      Date:03.09.2021

Copy to the Deputy Secretary to Government, Planning & Convergence Department, Bhubaneswar for necessary display.

Sd/-  
Director

Memo No. **1054** /RIPAES-19/20      Date:03.09.2021

Copy to Notice Board of Director, Regional Institute of Planning, Applied Economics & Statistics, and Bhubaneswar for necessary display.

Sd/-  
Director

**Regional Institute of Planning, Applied Economics and Statistics  
(RIPAE&S), Bhubaneswar**

**TENDER DOCUMENT FOR OUTSOURCING DOCUMENTATION ASSISTANTS-CUM-DEO FOR  
RIPAE&S, BHUBANESWAR**

Regional Institute of Planning, Applied Economics and Statistics, Bhubaneswar invites sealed tenders under two-bid system from reputed and experienced agencies for providing Security Guards & Hostel Attendants addressed to Director, Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012. The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Documentation Assistants-cum-DEO" and should reach to the above address by speed post or registered post on or **before 24<sup>th</sup> September, 2021 up to 5:00 pm.**

The sealed Tender will be opened by the Tender Committee on **27.09.2021 at 11.00 AM** in the Office of the Director, Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012, in the presence of Tenderers / Representatives of Tenderers.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement are enclosed as a part of Tender Document.

|  |   |
|--|---|
| Period of issue of tender Documents  | <b>From 07.09.2021 to 23.09.2021 between 11.00 AM to 4.00 PM on all working days</b>  |
| Last date & time for submission of tender Documents  | <b>24.09.2021 by 5.00 PM</b>  |
| Address for submission of completed tender Documents through Speed post or Registered post | The Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar-12<br>(Contact No.0674-2392235 )  |
| Place, date & time for opening of Technical Bids   | Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012<br><b>Date:27.09.2021 at 11.00 AM</b> |
| Place, date & time for opening of Financial Bids of eligible Bidders                       | Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012<br><b>Date:27.09.2021 at 03.00 PM</b> |

**Director  
RIPAE&S**

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**Director  
RIPAE&S**

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The Director, RIPAE&S, Odisha, Bhubaneswar, PIN-751012 requires the service of reputed, well established and financially sound manpower service provider to provide services of DOCUMENTATION ASSISTANTS-CUM-DEO , Director, RIPAE&S, Odisha, Bhubaneswar on outsourcing basis for to perform day to day official works as assigned by the Director, RIPAE&S and carry out orders of the higher authorities and other essential activities as per the requirement.

1. The Contract for providing aforesaid manpower is likely to commence from 01.10.2021 **and** would continue till **30.09.2022**. The period of contract may be further extended beyond 31.07.2022 provided the requirement of this Office for manpower through outsourcing persists at that time or may be curtailed/ terminated before **30.09.2022** owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in this office requirements. The authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected provider.
2. The process of deployment shall be regulated on contract basis with consolidated remuneration by the terms and conditions of finance department circular Nb **49134(255) dated 29.11.2010& No.11835 dated 31.03.2018**.
3. The tenderer should have valid GST registration Number / EPF / ESI / VAT / PAN/GIR/IT return filed for last three financial years.
4. The estimated tentative cost of the contract is **Rs.1, 43, 832/-** (Rupees One Lakh forty three thousand eight hundred thirty-two) only excluding service charges, EPF & ESI. The details are given below:

| Sl. No.           | Category  | Financial outlay (In Rupees) |       | Total Months | Quantity of Manpower in Nos. | Total (Rs.)          |
|-------------------|---|------------------------------|-------|--------------|------------------------------|----------------------|
| 1                 | Documentation Assistant –cum- Data Entry Operator | Remuneration per Month       | 11986 | 12           | 1                            | Rs. 1,43,832/-       |
| <b>GRANDTOTAL</b> |   |                              |       |              |                              | <b>Rs.1,43,832/-</b> |

**APPLICATION – TECHNICAL BID**  
(In separate sealed Cover-I super scribed as “Technical Bid”)  
**For Providing Documentation Assistants-cum-DEO to Regional Institute of Planning,  
Applied Economics and Statistics, Plot No. A/65, Nayapalli, Bhubaneswar-12**

**TECHNICAL REQUIREMENTS OF THE TENDER**

1. The tendering Manpower Service provider should fulfill the following technical specifications:-

The registered office or one of the branch office of the Manpower service providers should be located within the jurisdiction of the user Directorate i.e. **Planning, Applied Economics and Statistics, Plot No. A/65, Nayapalli, Bhubaneswar-12**

- a) They should be registered with the appropriate registration authority
- b) They should have at least three years of experience in providing manpower to any Government departments/Directorate of similar status.
- c) They should have their own bank account
- d) They must be registered under GST.
- e) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- f) They should have any other regulatory clearance (to be specified by the user Offices that may be required for providing man power services)if required.
- g) Minimum turn over requirement will be assessed by the committee of this Directorate which should not be less than 50 lakhs per annum ,keeping in view the present contract
- h) Similar execution of contracts (minimum value to be prescribed) during preceding three years of value equal to the estimated cost of the present contract.
- i) The agency shall ensure that the Persons to be engaged by the Service Provider should be above 25 years of age and not exceeding 45 years and physically sound to perform the duties
- j) The minimum Educational qualification of manpower required by this Directorate should be

| SI.<br>No. | POST                                    | QUALIFICATION  |
|------------|---|--|
| 1          | <b>Documentation Assistants-cum-DEO</b> | 1.Bachelors degree in any discipline from any Government Recognised University/ Institution.<br>2.Post Graduate Diploma in Computer application.<br>3. Good proficiency in MS office tools, Internet applications with efficient typing & data entry skill.<br>4.Sound Knowledge to handle minimum hardware, software, trouble shooting. |

**TECHINICAL BID**

**For providing Manpower Services to Director of RIPAE&S, Odisha,  
Bhubaneswar**

1. Name of Tendering Manpower Service provider \_\_\_\_\_  
\_\_\_\_\_
2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_  
Dated \_\_\_\_\_ 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 at Cuttack \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E-mail Address \_\_\_\_\_
6. Name & Telephone No. of Authorized Officer/Person to Liaise with Field Office(s). \_\_\_\_\_  
\_\_\_\_\_
7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number of Banker \_\_\_\_\_
8. PAN/ GIR No. \_\_\_\_\_
9. Service Tax Registration No. (Attach attested copy) (GST IN No.) \_\_\_\_\_
10. E.P.F .Registration No. \_\_\_\_\_  
(Attach attested copy)
11. E.S.I. Registration No. \_\_\_\_\_  
(Attach attested copy)
12. Registration/License No. under the contract labour (Regulation and Abolition) Act-1970.

13. Financial Turnover of the tendering Manpower Service Provider for the last three financial years.

| Financial year | Amount (Rs. Lacs) | Remarks ,if any |
|----------------|-------------------|-----------------|
| 2020-21        |                   |                 |
| 2019-20        |                   |                 |
| 2018-19        |                   |                 |

14. Give details of the major similar contracts handled by the tendering Service Provider during the last 3 years in the following format (if the space provided is insufficient a separate sheet may be attached)

|  | Name of the client/address/Telephone & e-mail ID. | Type of service provided | Amount of Service contract (Rs. in lakh) | Duration of contract |    |
|--|---|--------------------------|--|----------------------|----|
|  |   |                          |  | From                 | To |
|  |   |                          |  |                      |    |
|  |   |                          |  |                      |    |
|  |   |                          |  |                      |    |
|  |   |                          |  |                      |    |
|  |   |                          |  |                      |    |

Attach proof of the above documents in separate sheet.

Date:  
Place:

Signature of Authorized person  
Name:  
Seal

**DECLARATION**

- I, ....., Son/Daughter/Wife of Shri ..... Proprietor/Partner/Director/authorized signatory of the Service Provider mentioned above and competent to sign this declaration and execute this tender document:
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:

Signature of Authorized person  
Full Name:

Seal:



## FINANCIAL BID

(In separate sealed Cover-II super scribed "Financial Bid")

**For Providing Documentation Assistants-cum-DEO to Regional Institute of Planning, Applied Economics and Statistics, Plot No. A/65, Nayapalli, Bhubaneswar-12**

**Nos. Of Requirement:-**

1. **Documentation Assistants-cum-DEO:-** 1 (One No.) ( High Skilled)

Note:

2. Total Commission Charges of the agency would be calculated for Per Person / per month.

3. The Price quoted shall be exclusive of all taxes.

Break-up of the rate (should be furnished in the below format) also be provided along with the copy of the Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt. and all statutory covered as per Contract of Labour Act.

Break-up of the rate of Price Quotation (Per Person per month)

| Category of the Employee         | Rate per person per month(in Rs)  |                             |                             |                                |   |  | Require ment in No of Persons per month. | Total Price per month in Rs (Col. 5 Multiplied by Col. 6) |
|----------------------------------|-----------------------------------|-----------------------------|-----------------------------|--------------------------------|---|--|--|---|
|                                  | Home Take (Per Person/ Per month) | EPF (Per Person /Per month) | ESI (Per Person /Per month) | Bonus (Per person / per month) | Commis sion Charges of Agency (Amount in Rs.) (Per Person/ Per month) | Total Price to be quoted excluding Taxes. (Per Person/P er month) (Sum of Col. 1 to 6) |  |   |
|                                  | 1                                 | 2                           | 3                           |                                | 4   | 5  | 6  | 7   |
| Documentation Assistants-cum-DEO |                                   |                             |                             |                                |   |  | 1  |   |

**Grand Total amount Rs..... (In Figure).**

**Grand Total amount Rs..... (In word).**

**NB:** The agency shall quote their commission charges in reasonable price.

In case of any wrong calculation found in the total amount, the unit price shall be considered.

**Declaration by the Bidder:**

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

**Note:**

- i) No other charges would be payable by RIPAE&S, Bhubaneswar.
- ii) There would be no increase in rates during the Contract Period except provision under the terms and conditions.

(Signature of Tenderer with seal)

Name:  
Address:  
Phone No. (O)  
Mobile No.

Date:

## **TERMS AND CONDITIONS OF MAN POWER OUTSOURCING**

### **GENERAL**

#### **Scope of Work:**

The RIPAE&S, A/65, Nayapalli, Bhubaneswar-12 under Planning and Convergence Department, Government of Odisha, Bhubaneswar, requires the outsourcing of manpower for Documentation Assistants-cum-DEO for RIPAE&S, Bhubaneswar.

#### **I. Scope of work for Documentation Assistants-cum-DEO**

**The Agency shall Documentation Assistant-cum-Data Entry Operator that is required for Pre, during and Post Training documentation activities.**

- i) Assisting the correspondence to resource person, trainees and different Department.
  - ii) Assisting in prepare of training resources (Book let, PPT etc.)
  - iii) Arrangement of Training Kit.
  - iv) Assisting in preparation of Training Module ,typing / DTP of training modules, study materials,
  - v) Power point presentations, training evaluation report, DTP of content for up-dating of RIPAE&S website
  - vi) Data entry and maintenance of database of trainees and resource persons.
  - vii) Registration of trainees.
  - viii) Distribution of resource materials & documents.
  - ix) Monitoring the logistic arrangement for the trainees.
  - x) Preparing training database.
  - xi) Preparation of Certificate.
  - xii) Monitoring the training/class room arrangement.
  - xiii) Monitoring the sound/projector/laptop in the training hall.
  - xiv) Prepare Training Report.
  - xv) Display the study materials, Photos, videography etc. in the RIPAE&S Website.
  - xvi) Assisting to Issue of Relieve orders to the trainees.
1. Persons to be engaged by the Service Provider should be fluent in Odia. In addition, preference should be given to Odia speaking persons with Hindi/English.
  2. The agency will get their antecedents, character and conduct verified.
  3. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to RIPAE&S, Bhubaneswar along with testimonials they are actually deployed for the job.
  4. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to inefficiency of service, sub-standard quality of man power deployed, breach of contract etc. or change in requirements.
  5. The agreement shall automatically expire on completion of one year, unless extended further by the mutual consent of the manpower service provider and the authority.
  6. 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.
  7. The manpower service provider shall not be allowed to transfer, assign, pledge or sub contract its right and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

8. The manpower service provider will be bound by the details furnished by him to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed as breach on terms of agreement making it liable for legal action in addition to termination of the agreement.
9. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the manpower service provider.
10. The persons deployed shall be required to report for work at the scheduled time at RIPAE&S, Odisha, Bhubaneswar. In case of Administrative exigency, he/she may be required to work beyond the scheduled duration .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.
11. The manpower service provider shall nominate a coordinator/supervisor who shall be responsible for immediate interaction with the concerned officers of DES, Odisha, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.
12. It will be the responsibility of the Manpower service provider to pay to the person deployed a sum not less than the minimum rate fixed by Govt. from time to time and produce such evidence as maybe required by the office concerned. The manpower provider must produce the deposit of EPF/ESI slip regularly of their people working at this Dire of each month before submission of bill for release of monthly payment.
13. For all intents and purposes, the Manpower service provider shall be the "Employer" within the meaning of different rules in respect of manpower to be deployed. The persons deployed by the man power service provider shall not have any claim whatsoever like employer and employee relationship with Director, RIPAE&S, Bhubaneswar
14. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Director, RIPAE&S, Odisha, Bhubaneswar shall in no way be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of DES, Odisha, Bhubaneswar and an authorized representative of the man power Service provider.
15. The RIPAE&S, 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 after expiry of the agreement.
16. The person deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks another facility admissible to regular/confirmed employees during the current or after expiry of the agreement.
17. 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 in other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at RIPAE&S, Odisha, Bhubaneswar 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

19. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, provident Fund Authorities, Employees State Insurance corporation etc. and a copy of registration to those effect should be submitted. The manpower service provider shall complete with all the legal requirements for obtaining License under Contract Labours and Abolition Act, 1970 if any, at his own part and cost.
20. 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 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 contribution onwards provident Fund and Employees State Insurance, wherever applicable.<sup>22</sup>
21. The persons deployed by the manpower service provider should have clean track records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and change the image of the department or office concerned. The manpower service provider shall be responsible for any act of indiscipline, misbehavior, misconduct by the person deployed.
23. Firms who have previously defaulted in execution of outsourcing contract on deployment of manpower with RIPAE&S, Odisha, Bhubaneswar will not be considered under any circumstances.

## LEGAL

24. The persons deployed shall during the course of their work be privacy 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.
25. The man power service provider shall be responsible for compliance of all statutory provisions relating to minimum consolidated amount in respect of the persons deployed in the office concerned. The office concerned shall have not liability in this regard.
26. The manpower service provider shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to the RIPAE&S, Odisha, Bhubaneswar 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.
27. The manpower service provider shall maintain all statutory registers under the Law & shall produce the same, on demand, to the authority of RIPAE&S, Odisha, Bhubaneswar any other authority under law.
28. Any other instruction towards deduction from income received by Govt. from time to time will be strictly followed.
29. In case the manpower service provider fails to comply with any liability under appropriate law, and as a result thereof, the department or the office concerned is put to any loss/obligation, monetary or otherwise, the RIPAE&S, Odisha, Bhubaneswar will be entitled to get itself reimbursed out of the outstanding bills or performance security deposit of the manpower service provider to the content of the loss or delegation of monetary terms.
30. The Agreement is liable to be terminated because of non-performance deviation of terms and condition of contract, nonpayment of remuneration to employed persons and non-deposit of statutory dues with the concerned agencies like E.P.F., E.S.I. and Service Tax etc. The Director, RIPAE&S, Odisha, Bhubaneswar will have no liability towards nonpayment 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 in caused to the Directorate by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposits.
31. In case of theft/damage of Govt. property during the period of duty of any person provided by the manpower service provider the same should be reported to the Police through the head of office at the earliest. However, the loss arising out of theft/damage of Govt. property, shall be borne by the manpower service provider (by way of adjustment from the performance security deposit/unpaid bills). Excess amount after adjustment if any will also be borne by the manpower service provider.

## FINANCIAL

32. The Technical bid should be accompanied with an Earnest Money Deposit(EMD) refundable without interest, of **Rs.20,000/-** (Rupees Twenty thousands) only in shape of Account payee Demand Draft in favour of Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar, Odisha ,PIN-751012 payable at SBI,HOD Campus, Bhubaneswar failing which the tender shall be rejected out rightly.
33. The Earnest Money Deposit in respect of the agencies which do not qualify in the tender shall be returned to them without any interest within 30 days from the date of opening of the Bid.
34. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without assigning any reason.
35. Method for Evaluation of Financial BID.

As the take home remuneration per month, EPF, ESI are fixed as per the State Govt./Govt. of India instructions from time to time. No comparison will be made with respect to the amount quoted by the bidders; it will be paid as per the Govt. norms. The comparison will be made only in respect of rate quoted against service charge.

The financial bids of service providers whose technical bids are found to be in order and accepted by the committee will be evaluated only in respect of service charge. The Lower rate quoted in respect of service charges will be awarded with the contract. If the minimum rate quoted for service charge by different bidder will be same the following method will be adopted for evaluation.

- a. If rate quoted by the bidder in respect of the service charges will be same, the firm with highest years of experience in providing manpower on outsourcing basis to Govt. Offices will be awarded the contract.
- b. If the years of experience become same, then the firm which has deployed the highest number of manpower in Govt. last three years in Govt. Offices of similar status shall be considered for award of contract for year 2021-22
- c. If the number of Manpower deployed on average of last three years into 2020-21 becomes same then the bidder having highest turn over during 2019-20 will be awarded the contract.
- d. If the turnover during 2019-20 become same then the firm with highest years of experience in providing manpower on outsourcing basis to Govt. offices during 2018-19 will be awarded the contract.
- e. If the experience in providing manpower to Govt. offices during 2018-19 becomes same, then the contract will be awarded through lottery.

36. The successful Bidder will have to deposit a performance security deposit equivalent to the total charges of one month for providing the services in the form of bank guarantee from any Nationalized Bank drawn in favour of the **Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar, Odisha** covering the period of contract. In case the contract is further extended beyond the initial period, the bank guarantee will have to be renewed by the successful tenderer.
37. 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.
38. The Manpower service provider shall furnish the bill in triplicate along with attendance sheet duly verified by the authorized officer of RIPAE&S, Odisha, Bhubaneswar 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 within the second week of the succeeding month.
39. 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 RIPAE&S, Odisha, Bhubaneswar
40. The amount of penalty calculated @ 100/- per day per person on account of delay, if any in providing a substitute for the period beyond three working days by the Manpower service provider shall be deducted from its monthly bills in the succeeding month.
41. In the event of any dispute arising in respect of the clauses for the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority for his decision and the same shall be binding on all parties.
42. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located i.e. Bhubaneswar
43. The successful bidder will enter in to an agreement with Director, RIPAE&S, Odisha, Bhubaneswar for supply of suitable and qualified manpower as per requirement of this Directorate on the above terms and conditions.
44. The Employer's share of contribution towards E.P.F. and E.S.I., G.S.T.(If applicable), and service charge of the manpower service provider shall not be deducted from the take home remuneration of the employee. The man power service provider shall deposit all statutory dues with the concerned authority and claim the same from the concerned Govt. department/office along with its service charge by producing documentary proof of payment.
45. The Employee's share of contribution towards E.P.F. and E.S.I. shall be deducted by the manpower service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities. The Authority reserves right to withdraw or relax any of the terms and conditions mentioned above so as to overcome problems if any encountered at a later stage

## **AGREEMENT FOR DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS**

The Agreement is made on this.....day of..... between  
The Director, Regional Institute of Planning Applied Economics & Statistics, Odisha,  
Bhubaneswar , PIN-751012 herein after referred to as the first party(Authority)

### **AND**

M/S .....Represented by  
Sri .....here in after called the second party (Manpower  
Service Provider) which expression shall where the contexts require or admits, also  
include the successors or assignees of the other part.

Whereas, the “Authority ” desires that the services of.....are required in  
Director, Regional Institute of Planning, Applied Economics & Statistics, Odisha  
And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity  
with 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 per requisition of Director, Regional Institute of Planning, Applied Economics & Statistics, Odisha, PIN-751012 in conformity with provisions of the Terms and conditions in tender document.
3. That the Authority hereby further agrees to pay the manpower service provider as per the contract price at the time and in the manner prescribed in the said Terms and condition
4. That in the event of any dispute that may arise it shall be settled as per the Terms and condition of the tender
5. That this agreement is valid up to one year from the date of executing order by the service provider.
6. That the termination of this contract shall be effected due to any reason as per terms and condition often derby either party with a prior notice of one month.



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

Signature of the officer Authorized to premises manpower(An officer acting in the Service provider Authority).

Signature of the Authority Sign on behalf of For and on behalf of the Authority)

IN THE PRESENCE OF WITNESS

Witness:  
1.Name.....  
Address:.....  
  
2.Name.....  
Address.....  
,

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

## **ANNEXURETERMSANDCONDITIONSOFTHEAGREEMENT**

1. The Agreement shall commence from.....(date)and shall continue till.....(date)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 (date) 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, such documents furnished by it are 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 aftergiving15days' notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work in time as per their nature of duty and shall work under the officer as may have been kept in charge of the office /Department/Hostel and would leave after completion of duty hours and remain beyond duty hour in exigency 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 on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Director, RIPAE&S ,Odisha 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 Director, RIPAE&S ,Odisha, Bhubaneswar or office concerned shall be that of the Manpower Service Provider and the Director, RIPAE&S ,Odisha 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 show such evidence as may be required by the Director, RIPAE&S ,Odisha

11. For all intents and purpose/the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of man powers deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Director, RIPAE&S ,Odisha
- 12 The Manpower Service Provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The Director, RIPAE&S , Odisha 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 Manpower Service Provider the deployed person can replace their grievance before a Joint Committee consisting of a representative of the Director, RIPAE&S ,Odisha and an Authorized representative of the Manpower Service Provider.
- 13 The Director, RIPAE&S ,Odisha 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 termination of this Agreement on its expiry or otherwise, the persons deployed by that, Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 16 The person deployed shall not claim any benefit or compensation or absorption nor 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 Department, Provident Fund Authorities ,Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all legal requirements for obtaining License under Contract Labour( 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 contribution 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.
20. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the Director, RIPAE&S ,Odisha. The Manpower Service Provider shall be responsible for any act of in discipline 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 Director, RIPAE&S DES, Odisha, Bhubaneswar or Office concerned. The Director, RIPAE&S, Odisha, Bhubaneswar 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, RIPAE&S, Odisha, Bhubaneswar 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 Director, RIPAE&S, Odisha, Bhubaneswar or 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, RIPAE&S ,Odisha, Bhubaneswar or Office concerned or any other authority under Law.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Director, RIPAE&S ,Odisha, Bhubaneswar or the office Concerned is put to any loss/obligation, monetary or otherwise, the University 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.
26. The Agreements 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, RIPAE&S ,Odisha, Bhubaneswar or Office Concerned will have no liability towards non-payment of remuneration of 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 RIPAE&S, 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.

27. In case 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.
28. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by this Office in respect of the persons deployed and submit the same to the Director, RIPAE&S, Odisha, Bhubaneswar in the first week of the succeeding month.
29. 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.
30. 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.
31. 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.
32. 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.

Seal& Signature of Bidder.

