



Request for Proposal (RFP)

for

**For Selection of Service Provider Agency for Providing
Manpower through outsourcing basis to Guru Kelucharan
Mohapatra Odissi Research Centre, Bhubaneswar, under
OLL&CD , Govt of Odisha.**

RFP No: 612

Dated: 17.09.2025

**Chief Executive
Guru Kelucharan Mohapatra Odissi Research Center
Bhubaneswar**

DISCLAIMER

This Request for Proposal (RFP) for selection of service provider agency for providing manpower through outsourcing basis for Guru Kelucharan Mohapatra Odissi Research Centre(GKCM), Bhubaneswar, under OLL&CD (hereinafter referred to as the “RFP”) contains brief information about the scope of work and qualification process for the Selection of Agencies. The purpose of the document is to provide the Bidders (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

This RFP is not an agreement and is neither an offer by the Guru Kelucharan Mohapatra Odissi Research Centre(GKCM), Bhubaneswar, under OLL&CD to the prospective Bidder/s or any other person. While all efforts have been made to ensure the accuracy of information contained in this RFP Document. This document does not contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. GKCM or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. GKCM reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the GKCM may deem fit without assigning any reason thereof.

GKCM reserves the right to accept or reject any or all proposals without giving any reasons thereof. GKCM will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GKCM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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election of Service Provider Agency for Providing Manpower through outsourcing basis to Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD

Invitation Notice for Selection of Service Provider Agency for providing Manpower through outsourcing basis.

No: 612

Dated: 16/09/2025

Chief Executive, Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD invites proposals from Service Provider Companies / Firms for providing outsourcing manpower to GKCM. Detailed Request for Proposal (RFP can be downloaded from <https://culture.odisha.gov.in/> from 17.09.2025 and Last date for submission of sealed proposal is 06.10.2025 till 4.00 P.M.

KM/M
16.9.25
Chief Executive

Guru Kelucharan Mohapatra Odissi Research Centre

Memo No. 613 / Date. 16/09/2025

Copy forwarded to the Deputy Director (Advertisement) & Deputy Secretary to Govt. I&PR Department Govt. of Odisha, Bhubaneswar, Email: ipr.advt@gmail.com, iprnews@gmail.com for information and necessary action. He is requested to make suitable arrangement for publication of this notice once in two leading Odia daily and one English daily newspaper on or before 17.09.2025. The advertisement cost and space should be as minimum as possible preferably within 9cm x 7cm and bill may be submitted in duplicate along with copy of the publication in favour of Member Secretary, GKCM for necessary payment.

KM/M
16.9.25
Chief Executive

Guru Kelucharan Mohapatra Odissi Research Centre

SECTION 1: Bid Data Sheet

Authority	Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD (<i>hereinafter referred to as "Purchaser"</i>)
Official Address	Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD Plot No. 1/A, Jayadev Vihar, Bhubaneswar, Odisha 751013 Email: gkcmorc@gmail.com
Name of Document	Selection of Service Provider Agency for Providing Manpower through outsourcing basis to Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD
Website for downloading RFP documents	https://culture.odisha.gov.in/
RFP Availability on Website	17.09.2025 at 12:00 PM
Selection Method	Tenders for this selection contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 75% shall be opened. Joint Venture or Sub-Contracting or Consortium is not allowed.
Pre-bid Meeting to be held? If yes, Date, Time and Venue.	23.09.2025 at 12.30 PM Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD Plot No. 1/A, Jayadev Vihar, Bhubaneswar, Odisha 751013
Pre-bid Queries (Last date of submission)	22.09.2025 till 5.00 P.M
EMD	INR 1,00,000/- (Rupees One Lakhs only) in the form of a Demand Draft / Banker's Cheque from any scheduled commercial bank, drawn in favour of the Chief Executive, GKCMORC, payable at Bhubaneswar.
Proposal Submission Address	Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD Plot No. 1/A, Jayadev Vihar, Bhubaneswar, Odisha 751013 Contact Number – Suchismita Mantry Administrative Officer Mob-9437285505 Mail Id- gkcmorc@gmail.com
Last Date of Submission of Proposal / Tenders	06.10.2025 by 3.00 PM
Opening of Prequalification & Technical Proposals	09.10.2025 by 12.00 PM at Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, Bhubaneswar.
Opening of Financial Proposals	Will be intimated later to the technical qualified bidders.
Bid Validity Period	120 days from the date of opening of proposal.

For Selection of Service Provider Agency for Providing Manpower through outsourcing basis to Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD

Total Period	The duration shall be 1 year (12 months) from the date of issue of the Work Order, extendable up to 3 years based on performance.
RFP Document / Tender Fees	INR 11,200.00 in the form of a Demand Draft / Banker's Cheque from any scheduled commercial bank, drawn in favour of the Chief Executive of GKCMORC payable at Bhubaneswar.
Contact Person Details	Suchismita Mantry Administrative Officer Mob-9437285505 Mail Id- gkcmorc@gmail.com
Officer Inviting Proposal	Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD Plot No. 1/A, Jayadev Vihar, Bhubaneswar, Odisha 751013 Email: gkcmorc@gmail.com

SECTION 2

2. ABOUT THE RFP

1. Background

1.1. Brief about the Department

Guru Kelucharan Mohapatra Odissi Research & Training Academy (GKCM), named after the eminent Odissi exponent Padma Vibhushan Guru Kelucharan Mohapatra, is a premier cultural institution functioning under the Department of Odia Language, Literature & Culture, Government of Odisha. Established with the mandate to preserve and propagate the intangible cultural heritage of Odisha, the Academy undertakes systematic initiatives in the field of classical Odissi dance, music, and allied performing arts. Its activities encompass structured training programmes for students and practitioners, research and documentation of traditional art forms, curation of archival resources, and dissemination of knowledge through workshops, seminars, lecture-demonstrations, and festivals of State, national, and international repute.

The Academy is guided by a Governing Body comprising eminent cultural experts and senior Government officials, ensuring transparency, accountability, and alignment with the State's cultural policy objectives. GKCM has played a pivotal role in capacity building of young artists, facilitating collaborations with renowned cultural organizations and institutions across India and abroad, and projecting Odisha's cultural identity on global platforms. Over the years, it has contributed significantly to heritage conservation, artist welfare, and the promotion of Odisha's classical arts through innovative outreach initiatives and sustained cultural engagement.

In recent years, the department has embraced modern technology to expand its reach and impact. Initiatives like digitizing rare manuscripts and creating online resources have made Odia literature and culture more accessible to a global audience. Furthermore, the department collaborates with educational institutions and cultural organizations to promote research and innovation in the field of arts and humanities.

Brief about the Selection of Service provider Agency.

The release of this RFP will enable the Guru Kelucharan Mohapatra Odissi Research & Training Academy (GKCM), to access a pool of professionally managed and trained manpower through a single, transparent and competitive process. It eliminates the need for issuing multiple tenders for various categories of staff, thereby reducing administrative burden and saving time. The engagement of a single service provider ensures consistency in service delivery, better monitoring, and operational efficiency. Moreover, it facilitates flexibility in scaling manpower as per project or departmental needs while ensuring compliance with statutory regulations and service standards.

1.2. Stages of Evaluation.

- i. **Pre-Qualification Stage:** The selection process begins with the evaluation of pre-qualification criteria, where bidders must demonstrate their eligibility based on predefined standards. Those who successfully

clear the pre-qualification stage will proceed to the next stage.

- ii. **Technical Evaluation Stage:** In this stage, bidders' proposals will be scored on various parameters, such as experience, infrastructure, and compliance with the department's requirements. Only bidders who secure a minimum of 75% marks in the technical evaluation will be declared as technically qualified. This ensures that the department prioritizes quality and expertise while considering cost-efficiency.
- iii. **Financial Evaluation Stage:** In this stage, only the financial bids of technically qualified bidders will be opened and evaluated. The bidder who submits the lowest financial quote among the technically qualified participants will be designated as the **L1 bidder** (i.e., the Lowest Bidder). This stage ensures that the contract is awarded based on the most cost-effective proposal, provided all technical requirements have been satisfactorily met.

SECTION 3

Instructions to Bidders

1.3. General

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- ii. GKCM requires services of reputed, well established and financially sound Manpower Service Providers/ Agency (SPA) to provide services of different categories manpower (Un-skilled/ Skilled/ Semi-Skilled/Highly Skilled) on contract/ daily wages basis for carrying out day to day activities of GKCM. The categories are not exhaustive and could be changed time to time as per requirement.
- iii. The period of contract for providing the aforesaid manpower is likely to commence from signing of agreement and will continue for 01 (one) years and it is extendable to 03 years subjected to satisfactory performance. It may be curtailed/ terminated before contract period owing to deficiency in service or any other deviation made to the contract, substandard quality of manpower deployed by the selected Service Provider Agency. GKCM, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider Agency
- iv. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by Purchaser on the basis of this RFP.
- v. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred bidder status by Purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- vi. This RFP supersedes and replaces any previous public documentation & communications, and Bidders

should place no reliance on such communications.

- vii. The manpower required of different categories to be deputed at GKCM is listed at Section 3. The selected agency will provide manpower of requisite qualification and experience as per the Govt. guideline as and when required for the post by the GKCM.
- viii. Actual quantity of manpower required for each type of job shall be informed to the selected Service Provider Agency (SPA).
- ix. The manpower shall be on the pay roll of the agency. The agency shall be responsible for payment of fixed emoluments/ wages to the manpower every month in time as per Government policy and guidelines/ wage policy.
- x. The requisition will be given to the agency by GKCM as per need/ requirement from time to time during the contract period. The agency will give a list of manpower which is at least 3 times of the requirement. The list should be accompanied with detailed information of manpower within stipulated period specified in the requisition. The suitable manpower will be engaged by GKCM following due procedure.
- xi. In case of poor performance of any manpower, GKCM will inform the agency to withdraw the person/ persons and replace immediately, to the satisfaction of GKCM.
- xii. The agency will be responsible to conduct a thorough antecedent verification of the manpower to be deployed and submit an undertaking, in writing, regarding the verification done. No person with criminal antecedent/ criminal & vigilance cases shall be deployed.
- xiii. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The agency shall at all times indemnify and agree and undertake to defend and hold GKCM, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of agreement executed between agency and GKCM.
- xiv. The interested bidders may visit GKCM office on any working day between 10.00 AM to 5.30 PM (Office Hours) to have thorough knowledge of the work to be performed before preparation and submission of the bid.

1.4. Compliant Proposals / Completeness of Response

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - Comply with all requirements as set out within this RFP.

1.5. Code of integrity

No official of the Purchaser or a bidder shall act in contravention of the codes which includes:

- Prohibition of:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- Disclosure of conflict of interest.
- Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

1.6. Consortium / Joint Venture

Consortium/ Joint Venture is not allowed for this bid.

1.7. Key Requirements of the Bid

i. Right to Terminate the Process

- Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser

makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage towards execution of the contract.

ii. RFP Document Fees

- RFP document can be downloaded from the website(s) mentioned in the Bid Data Sheet. The bidders are required to pay the document Fee through the medium or mode mentioned in the bid data sheet.
- Proposals received without or with inadequate RFP Document fees shall be rejected.

iii. Earnest Money Deposit

- Bidders shall submit, along with their Bids, EMD, as specified in Bid Data Sheet, may be furnished.
- EMDs of all unsuccessful bidders would be refunded by Purchaser within 45 days after award of work to selected agencies. The EMD, for the amount mentioned above, of successful bidders would be returned upon submission of Performance Bank Guarantees.
- The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - If found to have a record of poor performance such as having abandoned work, having been blacklisted, having inordinately delayed completion and having faced Commercial failures etc.
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

1.8. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.9. Language & Currency

The proposal and all related correspondence exchanged between the bidder and the Purchaser shall be written in the English language only. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

1.10. Submission of Proposals

1.10.1. General Instruction to Bidders

- I. The bidders should submit their responses as follows:
 - a. Response to Pre-Qualification Criteria
 - b. Technical Proposal
- II. The Response to Pre-Qualification criteria, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through physical mode as mentioned in the Bid Data Sheet.
- III. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the financial proposal.
- IV. The proposal / bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- V. In case of any discrepancy observed by Purchaser in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, Purchaser may ask the bidder for resubmission of such documents.

1.10.2. Authentication of Proposal:

- The proposal should be accompanied by a Power of Attorney (PoA) as per the format provided in the RFP or Board Resolution in the name of the authorized signatory of the proposal.
- Each page of each of the RFP response must be signed and stamped by the authorized signatory of the responding Company

1.10.3. Instructions for Submission

- Bidder must submit their proposals by Registered Post / Speed Post / Courier only to the specified address on or before the last date and time for submission of proposals as mentioned in Bid Data Sheet. The Purchaser will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be signed by the authorized representative of the bidder, page numbered and in conformation to the eligibility qualifications and clearly indicated using an index

page. The Purchaser will not consider any proposal that arrives after the deadline as prescribed in the Bid Data Sheet. Any Proposal received after the deadline will be out rightly rejected.

- The procedure for submission of the proposal is described below:
 - **Pre-Qualification and Technical Proposal (Original + Soft Copy in pdf format in pen drive):**
The envelope containing technical proposal shall be SEALED AND SUPERSCRIBED as “**Technical Proposal –Selection of service provider agency for providing manpower through outsourcing basis** “, “**DO NOT OPEN BEFORE <<DATE AND TIME OF OPENING OF TECHNICAL BID>>**”. The duly filled-in technical proposal submission forms, soft copy in pdf format in pen drive along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.
 - In case a bidder submits the financial bid or any part thereof in the technical bid, such bids will be summarily and immediately rejected and EMD of such bidders will be forfeited.

1.11. Opening & Evaluation of the proposal

1.11.1. Opening of Proposals

- The Proposals submitted up to the date and time mentioned in the Bid Data Sheet will be opened on the date and time mentioned for Opening of Technical Proposal in the Bid Data Sheet by Proposal Evaluation Committee. The representatives of the bidders, who are to be present at the time of opening, shall submit their email request to gkcmorc@gmail.com (with a copy to tasuollcd@gmail.com).

1.11.2. Proposal Validity

- The proposals submitted by the bidders should be valid for minimum period as stated in the Bid Data Sheet.

1.11.3. Deviations

- Proposals submitted by the bidders should be without any deviations from the terms and conditions mentioned in this RFP.
- In the event that any bidder submits a proposal with any deviations whatsoever, the bid / proposal of those particular bidders will be summarily rejected.

1.11.4. Evaluation of Proposals

- Purchaser will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- The Proposal Evaluation Committee so constituted shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.

- The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Proposal Evaluation Committee may seek clarifications from the bidders on their proposals, if required.
- The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
 - are not submitted as specified in the RFP document.
 - are found with suppression of details.
 - with incomplete information, subjective, conditional offers and partial offers submitted.
 - submitted without the documents requested in the checklist.
 - with lesser validity period.
- All responsive Bids will be considered for further processing as below:
 - The Proposal Evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

1.12. Criteria for Evaluation

The technical bids of those bidders who qualify in the Pre-Qualification Stage shall be opened. Bidders meeting the minimum technical requirements as specified in the RFP documents will be considered technically responsive. However, regional/local bidders meeting the eligibility criteria are being encouraged to participate in the bidding process.

All bids will primarily be evaluated based on the Pre-Qualification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. To reach such a determination, the Committee will examine and compare the technical aspects of the proposals based on information provided by the bidder, considering the following factors:

- Overall completeness and compliance with the requirement;
- Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in the RFP documents;
- Any other relevant factors, if any, listed in the RFP document or deemed necessary by the Purchaser.

Only those bidders who qualify the Pre-Qualification and Technical Evaluation stages will be considered for Financial Bid evaluation. Among these, the bidder offering the **lowest financial quote (L1)** will be selected for award of contract. Bids of firms which do not meet the minimum technical requirements will

be considered technically non-responsive and disqualified from further consideration.

1.13. Pre-Qualification Criteria

The Bidder must meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

Bidder should submit documentary evidence in respect of all below mentioned criteria while submitting the proposal. Bidders whose proposal does not fulfill the below mentioned criteria or who fail to submit documentary evidence to satisfaction would be rejected.

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MINIMUM ELIGIBILITY CRITERIA OF BIDDERS

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The Bidder should be registered under appropriate authority (any one), such as <ul style="list-style-type: none"> ▪ Registered under the Companies Act, 2013/1956 ▪ Registered under the Indian Partnership Act, 1932 Registered under the Limited Liability Partnership Act, 2008.	Certificate of Incorporation/ Registration
2	The bidder must have at least 7 (seven) years of experience in business (upto the last date of submission of bid) for providing similar type of services to Central/ State Government/ Statutory Bodies	Copies of the work order from the previous authorities.
3	The Registered Office/ Branch Office of the Service Provider Agency must be located within the jurisdiction area of Bhubaneswar	Valid address proof of the office (copy of the Telephone/Electricity Bill/ rental agreement for atleast 5 years etc.)
4	Must have average annual turnover of Rs. 1 Crore during the last 3 (three) financial years i.e. 2022-2023,2023-24 and 2024-25.	Copies of audited income/ expenditure Statement, Balance Sheet and consolidated turnover certificate for the desired period. (Duly certified by CA)
5	The agency should not have been blacklisted by any Central/ State Government or any other public sector undertaking or a corporation as on the date of this EOI	An undertaking to this effect to be furnished by the bidder as per the prescribed format (Form-T2)
6	Must not have any pending judicial proceedings for any criminal offence against the promoter/ Director/ Persons to be deployed by the Service Provider Agency.	An undertaking to this effect to be furnished by the bidder as per the prescribed format. (Form-T3)
7	Must have registered with EPF and ESI with at least 50 nos. of staffs under the Establishment.	Latest challan deposit slip
8	Other Statutory Documents	Copies of: <ul style="list-style-type: none"> ▪ PAN ▪ GSTIN ▪ Copies of EPF & ESI Registration Certificate. IT Return for the last 3 financial year (Duly certified by CA)

Note: The bidders who qualify above mandatory general eligibility criteria shall be taken up for further Technical Evaluation.

Bid Evaluation Methodology:

Evaluation of Technical and Financial proposals will be based on the Lowest Cost (L1) method. Only bidders who achieve a minimum of 75% in the Technical evaluation will qualify for the Financial bid opening. Among these technically qualified bidders, the one with the lowest financial bid will be selected.

Evaluation of Technical Bid:

The technical proposals shall be evaluated in three phases.

In the first phase the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in this RFP.

In the second phase, the firms which satisfy the minimum eligibility criteria shall be given marks based on Table: 1 of this RFP. Accordingly, firms will be ranked based on the marks allotted to them.

Sl. No.	Description	Criteria	Max. Marks	Maximum Marks
1	Manpower on payroll eligibility	Minimum no. of personnel's on payroll	Max. Marks	20
		100	10	
		>100 and <= 150	15	
		>150	20	
2	Turnover			20
	Minimum Turnover of Rs. 1 Crore	10 marks		
	Each additional turnover of Rs. 25 lakhs	2.5 marks		
3	Years of Experience			10
	At least 7 years of experience preceding due date	5 marks		
	Each additional 1 year of experience	2.5 marks		
			Total	50

Opening of Financial Proposal:

In the third phase of the evaluation process, the financial proposals of only those bidders who have secured more than 35 marks (i.e 75% of 50 Marks) in the technical evaluation will be opened. This ensures that only technically competent bidders are considered for financial assessment, maintaining a balance between quality and cost.

Selection of Agency:

The selected agency shall be the applicant quoting the lowest management fee ("L1"). The Second and Third Ranked Applicant may be kept in reserve and invited for negotiations and they shall be considered for engagement at the rate agreed by L1 in the event of withdrawal, failure of the selected agency or on the event of increase in volume of work or for any other reason.

A. STATUTORY RULES, ACTS AND REGULATIONS:

- I. The Service Provider Agency shall indemnify GKCM against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications or any other Acts, Rules and Policies as applicable.
- II. The agency i.e. Manpower Service Provider Agency ("SPA") shall provide necessary equipment's or logistic support to the employees for smooth discharge of responsibilities as entrusted to them.
- III. The Service Provider Agency ("SPA") shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract. GKCM shall no way be responsible for any of the accidents.
- IV. The Service Provider Agency ("SPA") shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker if any.

- V. For any failure of implementing the statutory rules and regulations by the Service Provider Agency (“SPA”), GKCM reserves the right to recover the same from the bills and security deposit/performance security of Service Provider Agency (“SPA”).
- VI. Any violation of Service Provider Agency (“SPA”) towards payment wages, EPF/ESI Contributions, leave salary and Bonus as per Act and agreement if, brought to the notice of the Authority of GKCM, it would be referred to Labour Department for taking legal action against the concerned Service Provider Agency (“SPA”) and without prejudice to the right of GKCM to terminate the contract in such cases.

B. SUBMISSION OF BID

The proposal complete in all respect as specified must be accompanied with a Non-refundable amount Rs.11,200/- (inclusive of GST) towards Bid Processing Fee and interest free security deposit of Rs. 1,00,000 (EMD) in form of Demand Draft in favour of “Chief Executive Officer, GKCM” drawn in any nationalised/ private, commercial bank and payable at Bhubaneswar, failing which, the bid will be outrightly rejected.

The Authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing

“Technical Bid” (SELECTION OF SERVICE
PROVIDER AGENCY FOR PROVIDING MANPOWER TO
GURU KELUCHARAN MOHAPATRA ODISSI RESEARCH CENTRE)
and

“Financial Bid” (SELECTION OF SERVICE
PROVIDER AGENCY FOR PROVIDING MANPOWER TO
GURU KELUCHARAN MOHAPATRA ODISSI RESEARCH CENTRE)

Both sealed envelopes must be kept in a third sealed envelope super-scribing

“Bid Document- (SELECTION OF SERVICE
PROVIDER AGENCY FOR PROVIDING MANPOWER TO
GURU KELUCHARAN MOHAPATRA ODISSI RESEARCH CENTRE) ”.

C. BANK GUARANTEE

Selected bidder will have to deposit a Performance Security i.e. 10% of the quoted annual contract value in the form of Bank Guarantee/ Demand Draft from any nationalised/ private, commercial Bank situated within Odisha in favour of Chief Executive, GKCMORC for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be

accordingly renewed by the deployed SPA as per the prevailing terms and conditions of the tender.

D. LIST OF DOCUMENTS FOR SUBMISSION

Bidders are required to furnish the following documents along with the Technical Bid:

- a. Covering letter along with power of attorney on the bidder's letter head.
 - b. Demand Draft in support of Bid Process fee as applicable.
 - c. EMD as applicable
 - d. Copy of Certificate of Incorporation of the firm agency.
 - e. Copy of GSTIN
 - f. Copy of PAN
 - g. Copies of IT Returns for the last 3 financial years i.e. 2024-25, 2023-24 & 2022-23(Duly certified by CA).
 - h. Copies of EPF & ESI Registration Number.
 - i. Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 financial years (Duly certified by CA).
 - j. Copies of work orders from the previous organisations for providing services during last 7 (seven) years preceding due date.
 - k. Undertaking regarding non-blacklisting (On stamp paper)
 - l. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
- Any deviation from the prescribed procedures /required information/ formats/ conditions shall result in outright rejection of the bid. Any conditional bid shall be out rightly rejected.
 - All entries along with the pages in the bid document should be legible, filed-in clearly and signed by the authorised representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory should be attached. All the pages should be numbered and indexed summary must be submitted.
 - The bid shall be valid for a period of **120 days** from the date of opening of the bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.
 - To assist in the analysis, evaluation and computation of bids, the Authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
 - However, the decision of the Authority shall be final during the overall selection process.
 - **The quoted rates shall not be less than the minimum wages fixed/notified by the Finance Department, Government of Odisha from time to time and as per guideline of G.A. & P.G. Department Resolution No. 7982/GAD, Dt. 07.03.2024 and shall include all statutory obligations.**
 - The Service Provider Agency shall be liable for all kinds of dues payable in respect of manpower deployed/ provided under the contract and the Authority shall not be liable for any dues for availing the services of the personnel.

- The Authority reserves the right to reject any or all bids terminate the tender process without assigning any reason thereof.
- **The agency is responsible for disbursing remuneration to its staff strictly in accordance with the rates and guidelines prescribed by the General Administration & Public Grievance (GA & PG) Department. These rates are non-negotiable and must be adhered to without deviation. The agency is not permitted to alter or propose any changes to the fixed remuneration. However, the agency may quote its service charges separately, which should be expressed as a percentage of the remuneration for each staff member. These service charges will cover the agency's administrative costs, overheads, and profit margin. This structure ensures transparency and uniformity in staff compensation while allowing competitive pricing for agency services.**

SECTION-II

Scope of Work

- Each desired manpower shall be assigned task as briefed by the authorized officer of GKCM.
- The duty hours of manpower shall be of 8 (eight) hours per day.
- The working days shall be six days per week.
- The duty timing of the persons shall be fixed by the Authority.
- The SPA shall work under the supervision of authorized officer of GKCM.
- Authorized officer shall assign and fix the job description of designated personnel's.
- The SPA shall undertake full responsibility for the performance/ action of its staff.
- The SPA shall not engage any sub-contractor or transfer the contract to any other person.
- The clearance of local police with regards to the past criminal records antecedents of the persons to be deployed shall be obtained by the agency before deployment of the personnel and a police clearance report to be submitted to the Authority.
- GKCM shall inform the selected SPA a detailed list of manpower required for each type of
- GKCM shall pay to SPA the minimum rate of wages plus EPF plus ESI plus Management Fee per person on submission of monthly bills and supporting documents.
- In case of increase revision in minimum wages by the Odisha Government subsequent to opening of the tender, then only differential increase over the minimum wage if any shall be payable by the Authority. For example:
 - W_0 = Minimum Wage
 - W_1 = Revised minimum wage notified by Odisha Government
 - Increase Amount of the minimum wages shall be W_1 minus W_0
 - In addition, corresponding increase in PF/ESI shall be paid by Authority
- The SPA shall claim their management fee for providing services at a rate quoted by it in the tender document.

SECTION-III

Prescribed Qualification & Experience of the Manpower

The undermentioned list is an indicative list and should not be considered as an exhaustive list. None of the manpower to be deployed should be beyond the age of 60 years. OLL&CD may ask for other type and category of manpower apart from the undermentioned indicative list however the prorated Management Fee of the selected SPA shall remain fixed.

SI No.	Description of Post	Job Description	Minimum Qualification
1	Computer Assistant (Publication)	Assist in designing, formatting and preparing official publications, reports, brochures and related documentation; coordinate digital and print publication processes with agencies.	Bachelor's degree in Computer Science/IT or related field; diploma/certification in desktop publishing/design; minimum 10 years' relevant experience.
2	Computer Programmer (Archive Assistant)	Develop and maintain digital archival systems, databases and software tools; ensure secure storage, digitization and retrieval of archival materials.	Bachelor's degree in Computer Science/IT; knowledge of database management and archival software; minimum 3 years' relevant experience.
3	Multi Task Assistant	Provide administrative support, file management, documentation and coordination; assist in event-related and logistical tasks.	Graduate in any discipline; proficiency in MS Office; minimum 10 years' relevant experience.
4	Accountant cum Office Assistant	Maintain accounts, prepare financial statements, manage payroll and assist in budget preparation; handle office administration.	Bachelor's degree in Commerce/Finance; knowledge of Tally/ERP; minimum 9 years' experience in accounts and office administration.
5	Clerk cum Storekeeper	Maintain records and inventory; manage procurement, stock registers and issue of materials.	Graduate in any discipline; knowledge of record keeping/inventory management; minimum 4 years' experience.
6	Lady Warden	Supervise hostel operations; ensure safety, welfare and discipline of residents; manage hostel administration.	Graduate in any discipline; minimum 7 years' experience in hostel management/student welfare.

7	Auditorium Manager	Oversee scheduling and operations of auditorium; coordinate events and technical arrangements; manage facility upkeep.	Graduate in any discipline; knowledge of event management and technical coordination; minimum 4 years' relevant experience.
8	Auditorium Storekeeper cum DG Operator	Manage auditorium equipment and inventory; operate DG sets and assist with technical arrangements during events.	ITI/Diploma in Electrical/Mechanical; knowledge of DG operations; minimum 7 years' relevant experience.
9	Sound Operator	Operate and maintain sound systems, microphones and audio equipment for events.	ITI/Diploma in Sound Engineering or equivalent; minimum 7 years' relevant experience.
10	Sound Assistant	Assist sound operator in setting up and managing audio systems; troubleshoot equipment during events.	ITI/Diploma in Sound Engineering or equivalent; minimum 1.5 years' relevant experience.
11	Light Operator	Operate and maintain lighting systems; ensure proper stage lighting and coordination during events.	ITI/Diploma in Electrical/Lighting; minimum 7 years' relevant experience.
12	Light Assistant	Assist light operator in setup and operation of lighting equipment; ensure equipment safety.	ITI/Diploma in Electrical/Lighting; minimum 1.5 years' relevant experience.
13	Stage Assistant	Assist with stage setup, props arrangement and backstage operations during events.	Minimum 10th pass; minimum 1.5 years' relevant experience preferred.
14	Sweeper	Maintain cleanliness and hygiene of office premises and auditorium; perform sweeping, mopping and waste disposal.	Minimum 8th pass; physically fit; prior experience preferred.
15	Gardener	Maintain gardens, lawns and landscaping; water and nurture plants; manage seasonal plantation.	Minimum 8th pass; knowledge of gardening and plant care; prior experience preferred.
16	Security Guard for Office (A+B+C)	Provide security and surveillance; control entry/exit; ensure safety of premises and staff.	Minimum 10th pass; ex-servicemen or trained security personnel preferred; physically fit; prior experience desirable.
17	Security Guard for Auditorium (A+B+C)	Provide security and surveillance; control entry/exit; ensure safety of premises during events.	Minimum 10th pass; ex-servicemen or trained security personnel preferred; physically fit; prior experience desirable.

For Selection of Service Provider Agency for Providing Manpower through outsourcing basis to Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar, under OLL&CD

18	Security Guard for Ladies Hostel (A+B+C)	Provide security and surveillance; control entry/exit; ensure safety of hostel premises and residents.	Minimum 10th pass; ex-servicemen or trained security personnel preferred; physically fit; prior experience desirable.
19	Peon	Provide messenger services; carry files; assist in office errands and support staff in routine tasks.	Minimum 8th pass; physically fit; prior office support experience preferred.

Monthly fixed remuneration will be paid as per G.A. &P.G. Department Notification No. 7982/GAD, Dt. 07.03.2024.

SECTION-IV

TERMS & CONDITIONS

A. GENERAL

1. Tender is being invited for supply of **different categories** of manpower to GKCM. The requirement of the GKCM may further increase or decrease, during the period of initial contract and the tenderer would have to provide additional Manpower Services, if required, on the same terms and conditions. The date of contract shall commence from **signing of agreement** and shall continue up to 3 (three) year 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 expire automatically on completion of 1(One) years unless extended further by the mutual consent of the Manpower Service Provider/Agency and the **GKCM**.
3. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period on mutually agreed upon by the Manpower Service Provider agency and the Authority of GKCM.
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 breach of terms of Agreement making it liable for legal auction besides terminations of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 1 **(one) month** notice to the Manpower Service Provider agency.
7. The Manpower Service Provider (SPA) shall nominate a coordinator who shall be responsible for immediate interaction with GKCM so that optimal service of the persons deployed could be availed without any disruption.
8. In case the selected SPA leaves the job before completion of the period of contract then GKCM shall be entitled to forfeit the performance security.
9. The entire financial liability in respect of Manpower Services deployed in the GKCM shall rest with the respective Service Provider Agency and the GKCM will in no way be liable. It will be the responsibility of the Manpower Service Provider agency to pay to the person deployed a sum not less than minimum wage fixed and adduce such evidence as may be required by the GKCM in that behalf.

10. In case the SPA fails to fulfil the minimum statutory requirements (EPF/ESIC) as per the conditions of the tender document or payment below minimum wages and fails to produce the concerned documents, it shall be treated as breach of the contract and the SPA shall be liable to be blacklisted by OLL&CD, in addition to forfeiting of the monthly bills and performance security.
11. The Agency shall cover its personnel for personal accident and/or death while performing the duty.
12. The personnel of the SPA shall not be the employees of the GKCM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The SPA shall make them known about this position in writing before deployment.
13. For all intents and purpose, the persons deployed by the Manpower Service Provider Agency (SPA) for execution of the contract shall be the employees of the **SPA**. The Manpower Service Provider Agency (SPA) 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 Agency for execution of the contract shall be the employees of the SPA & the persons deployed by the Manpower Service Provider Agency shall not have any claim whatsoever like employer and employee relationship **with GKCM** either implicitly or explicitly.
14. The Manpower Service Provider Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. GKCM shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended by the Manpower Service Provider, the deployed persons can place their grievance before a Joint Committee consisting of a representative of GKCM and an Authorized representative of the Manpower Service Provider.
15. The persons so deployed shall be under the overall control & supervision of the **SPA and the SPA** shall be liable for payment of their wages etc. and all other dues within the stipulated time which the SPA is liable to follow the various labour resolution and other statutory provision. GKCM shall not be a part of any such liability. GKCM 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.
16. 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.

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 other capacity **under the GKCM**.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with GKCM 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 have valid registration from the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of all the registration should be submitted.
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 own personal reasons. The payment in respect of the overlapping period of the substitute is the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for timely deposit of Provident Fund and Employees State Insurance.
21. The persons deployed by the Manpower Service Provider should have good police 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 good will and enhance the image of the GKCM. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

B. Financial

23. The Technical Bid should be accompanied with Bid Processing Fee of Rs. 11,200 and Earnest Money Deposit (EMD) of Rs. 1,00,000 in the form of Demand Draft/Pay Order drawn in favour of GKCM, Bhubaneswar failing which the tender shall be rejected out rightly.
24. In case of successful tenderer fails to deploy the required manpower against initial requirement within 15 days from date of placing the order, the Performance Security & EMD shall stand forfeited without giving any further notice.
25. The successful tenderer will have to deposit a Performance Security Deposit equivalent to 10% of annual quoted amount for the total number of personnel's to be deployed in the form of Bank Guarantee or Demand Draft.
26. In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit shall be liable to be forfeited besides annulment of the Agreement.

27. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by GKCM 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.
28. The claims in bills regarding Employees State Insurance, Provident Fund and GST 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 GKCM.
29. The amount of penalty calculated @Rs.100 per day per personnel on account of delay, if any, in providing a suitable substitute for the period beyond 24 hours in lieu of personnel engaged shall be levied subject to maximum of 15 working days will be allowed for providing substitute. Beyond that penalty will be charged. Maximum penal liability should not exceed 10% of the yearly contract value.

C. LEGAL

30. 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.
31. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of works. GKCM shall have no liability in this regard.
32. The Manpower Service Provider shall also be liable for depositing all taxes, levies & cess etc., in respect of the persons deployed, on account of service rendered by it to the concerned Authority from time to time, as per the prevailing rules and regulation. Attested Xerox copies of such documents shall be furnished to GKCM.
33. The Manpower Service Provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of the GKCM or any other authority under law.
34. 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 GKCM.

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

35. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the GKCM is put to any loss/obligation monetary otherwise the GKCM 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.
36. 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 GKCM 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 SPA to statutory authorities. If any loss or damage is caused to the GKCM by the persons deployed the same shall be recovered from the unpaid bills or adjusted form the performance Security Deposit.
37. 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.
38. Any dispute, difference or controversy of whatever nature between the parties, however arising out of or in relation to this contract agreement shall in the first instance be attempted to be resolved through discussion between the parties.
39. Any dispute which is not resolved amicably within 30 days from the date of last written communication form either party shall be referred to the Chief Executive, GKCM who may himself act as the arbitrator, or appoint any sole arbitrator to undertake the arbitration in accordance with the provisions of Arbitration and conciliation Act,1996 (Arbitration Act).
40. The place of Arbitration shall be at Bhubaneswar. The decision of Arbitration shall be final and binding on both the parties.
41. All disputes shall be under the jurisdiction of the Civil Court, Bhubaneswar.
42. Pending submission of/and or decision on a dispute and/or until the arbitral award is published the parties shall continue to perform their respective obligations under this contract agreement which shall be without prejudice to a final adjustment in accordance with such award.

GENERAL TERMS AND CONDITIONS

1. For all intents and purpose, the Service Provider Agency shall be “Employer” within the meaning of different Rules & Act in respect of persons deployed. The persons deployed by the SPA shall not have any claim whatsoever like employer and employee relationship against the GKCM under this agreement. The Service Provider Agency shall make them known about their position in writing before deployment under the required service.

2. The Service Provider Agency must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider Agency should be 18 years of age and not exceeding 60 years and physically sound to perform the duties. The upper age limit may be relaxed in suitable cases.
3. The Service Provider Agency will be overall responsible for the manpower deployed for performing the service. The authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider Agency in the course of their performing the functions/duties, or for payment towards any compensation.
4. The SPA shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider Agency shall depute one full time supervisor in concerned office of the GKCM for overall management of the services to be rendered at the site.
5. The Service Provider Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the GKCM.
6. SPA shall maintain complete official records disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
7. The Service Provider Agency shall maintain personal file in respect of all the staff who are deployed in office of the Authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
8. The manpower to be deployed by the Service Provider Agency should not have any adverse Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
9. The SPA will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The SPA shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The SPA shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The SPA shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.

12. The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any man power while performing/ discharging their duties/ for inspection or otherwise.
13. In case of any theft or pilferages, loss or other offences, the SPA will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted responsibility will be fixed.
14. In case of any loss caused to the Authority dies to lapse on the part of the personnel discharging duties, the same shall be borne by the SPA. GKCM shall have the right to deduct appropriate amount from the bill of SPA. In case of frequent lapses on the part of the personnel deployed by the SPA, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
15. In the event of any personnel being on leave/absent, the SPA shall ensure suitable alternative arrangements to make up for such absence, If a person leaves the job for any reason, the SPA is liable to provide the suitable replacement within 15 working days.
16. In case of delay providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deduced from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the SPA during the Contract period. The SPA will be responsible for deposit EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
18. The SPA shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
19. The SPA shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned ***in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.***
20. The SPA will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
22. In the event of failure of SPA to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of

instructions/agreement or suppression of facts will attract termination of contract with 1 month prior to the SPA.

23. The SPA should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the GKCM.
24. The GKCM 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.
25. 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 this decision and the same shall be binding on all parties.
26. All dispute shall be under the jurisdiction of the Court at Bhubaneswar.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the SPA will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The authority will have no liability towards non-payment of remuneration to the persons deployed by the SPA and the outstanding statutory dues of the SPA to concerned authorities.
29. The manpower service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.

SECTION V
TECHNICAL BID
COVERING LETTER
(Bidder Letter head)

To

**The Chief Executive,
Guru Kelucharan Mohapatra Odissi Research Centre
Bhubaneswar**

Sub: Tender for selection of Service Provider Agency (SPA) for providing manpower to GKCM.

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for manpower in accordance with your tender Notice No. _____, Dated _____, We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 120 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the EOI document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully

Authorised Signatory
With date and Seal

Name and Designation: _____

Address of the Bidder: _____

(FORM-T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee: (Demand Draft Details) & Details of Earnest Money Deposit (EMD): (Demand Draft Details)	DD.No....., Date....., Amount(Rs.)....., Bank..... & DD.No....., Date....., Amount(Rs.)....., Bank.....
3.	Name of The Director	
4.	Full Address of Registered Office	
5.	Name and Telephone number of the authorised person signing the bid	
6.	Bank Name	Account No. Bank and Branch Name: IFSC Code:
7.	PAN No. (Attached self-attested copy)	
8.	GSTIN (Attached self-attested copy)	
9.	E.P.F. Registration No. (Attached self-attested copy)	
10.	E.S.I. Registration No. (Attached self-attested copy)	
11.	Acceptance to all the terms and conditions of the tender (Yes/No)	
12.	Power of Attorney/authorisation letter for signing the of the bid documents	
13.	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid	
14.	Kindly mention the total number of pages in the tender document.	

15. Financial Turnover of the bidder for the last 3 financial years. (Duly certified by CA)

Financial Year	Turn Over (in INR)	Average Turnover (in INR)
FY 2022-23		
FY 2023-24		
FY 2024-25		

16. Details of the similar type service provided by the bidder in last 7 years preceding due date:

Sl. No	Name of Authority with complete address & Fax No.	Type of services provided with details of manpower deployed	Contract Amount (in INR)	Duration	
				From	To
1					
2					
3					
4					

17. Declaration

I, Shri Son/Daughter/Wife of Shri _____, Promoter/Director/Authorised signatory of _____ (Name of the SPA), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed)
4. Dully filled Technical Bid and Financial Bid
5. List of Documents as applicable.

(FORM-T2)

UNDERTAKING

**(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding
non-blacklisting)**

I, hereby undertake that, our organisation has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any Authority during the recent past.

Yours sincerely

Authorised Signatory

(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

(FORM-T3)

UNDERTAKING

(On the Bidder's Letter Head regarding not have any pending judicial proceeding for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Promoter/Director/Persons to be deployed by our company.

I/we further certify that Promoter/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorised Signatory
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

SECTION –VI

FINANCIAL BID

COVERING LETTER
(BIDDER LETTER HEAD)

(Date)

To

Chief Executive,
GKCMORC
Bhubaneswar

Sub: Expression of Interest for selection of Service Provider Agency for providing manpower to the GKCM on outsourcing basis (Financial proposal)

Sir,

I, the undersigned, offer to provide the services for manpower to the GKCM on outsourcing basis in accordance with your Tender No....., Dated..... Our attached financial price is (*insert amount(s) in words and figures*) for the proposed service. This amount is inclusive of all taxes applicable except GST. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 120 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorised Signatory

(In full and initials)

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

(FORM-F1)

APPLICATION- FINANCIAL BID

For providing Manpower Assistance to GKCM

1. Name of tendering Manpower Service Provider :
2. Per Person Monthly Management Fee is inclusive of all statutory liabilities, taxes, levies, incidental expenses, cess etc except GST:

<i>Per Person Monthly Management Fee (in %)</i>
(in words and in figures)

Signature of authorized person

Name

Seal

Date:

Place:

N.B:

- The SPA has to quote the price for management fee (in %) only per person per month only.
- The SPA shall pay minimum rate of wages plus EPF plus ESI to the deployed personnel's as per latest notification of GA & PG Department, Government of Odisha.
- EPF and ESI amount should include both Employee and Employer contribution.
- GKCM shall pay to SPA the minimum rate of wages plus EPF plus ESI plus Management Fee per person on submission of monthly bills and supporting documents.
- The Per Person Monthly Management Fee quoted by the tendering agency should be inclusive of all statutory/ taxation, liabilities/compliances, out of pocket expense, incidental expense, service charge if any, any other unforeseen expense, etc. in force at the time of entering into the contract and exclusive of GST.
- The SPA shall be paid as per prevailing GST rate on total of minimum rate of wages plus EPF plus ESI plus Management Fee.
- Employees' share of contribution towards EPF and ESI shall be deducted by the SPA from the Minimum Take Home Remuneration of personnel.
- Employer's share of contribution towards EPF and ESI, other statutory dues and management Fee of the SPA shall not be deducted from the Minimum Take Home remuneration of the personnel.
- The SPA shall deposit all statutory dues with the concerned authorities and produce documentary proof of payment.
- Complimentary service by any SPA is not acceptable. If any SPA quotes the Management Fee as zero/nil it shall not be treated as a valid quote and shall result in summary dismissal of the financial bid even though the SPA otherwise is technically qualified.
- Also if the quoted per person monthly management fee is very low as per the decision of the committee then the bidder shall be outrightly rejected.
- Management Fee shall be valid for a period of 3 (three) years. However, on revision of minimum wages SPA may request in writing for enhancement of minimum wages which may be considered and agreed if found reasonable to the Authority.
- The payment shall be made on end of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

SECTION-VII
BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/ No)	Page No.
TECHNICAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2.	Bid Processing Fee		
3.	Earnest Money Deposit (EMD)		
4.	Copy of Incorporation/ Registration Certificate of the Bidder		
5.	Copy of PAN		
6.	Copy of GSTIN		
7.	Copies of Income Tax Certificate for the last 3 (three) Financial years (2022-23,2023-24,2024-25) certified by CA		
8.	Copy of Valid EPF & ESI Certificate		
9.	Technical Bid duly filled in (Covering Letter, FORM-T1, T2 and T3)		
10.	Financial details of the bidder along with all the supportive documents such as copies of income/ Expenditure statement and Balance Sheet for the last 3 financial years certified by CA		
11.	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
12.	List of completed/ on-going assignments of similar nature (past experience details) along with the copies of work orders and/or agreements for the respective assignments from the authorities		
13.	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during the recent past (FORM-T2)		
14.	Undertaking for not having any police case pending against the bidder (FORM-T3)		
15.	Annexures		
FINANCIAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2	Duly filled in Financial Bid (FORM-F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory (In full and initials): _____

Name and Designations with Date and Seal: _____

ANNEXURE-I

Curriculum Vitae (CV) for Proposed Manpower

1	Proposed Position	
2	Name of Personnel	
3	Name of the firm	
4	Date of Birth	
5	Nationality	
6	Educational Qualifications (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)	
7	Employment Record (Starting with present position, list in reverse order every employment held.)	
8	Membership of Professional Associations:	
9	Departments of Work Experience	
10	Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)	
11	Tasks assigned [List all tasks to be performed under this assignment]	
12	List of projects on which the Personnel has worked (Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned) Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:	

Certification:

I, the undersigned, certify that this CV correctly describes myself, my qualifications and my experience. Place: _____

Signature of staff member or authorized signatory.

Full name of authorized signatory:

Date: _____