

**DIRECTORATE OF TEACHER EDUCATION AND SCERT :
Odisha : Bhubaneswar**

No. 30 /

Dated 02.01.25

TENDER CALL NOTICE

Sealed tenders are invited under two-bid system from reputed and experienced Service Providing Agency to provide manpower services to The Directorate of TE & SCERT, Odisha, Bhubaneswar on outsourcing basis for a period of one year from the date of signing of agreement to manage the day-to-day services & activities and official work.

The details of the tender process are as follows:

Bidding Schedule	Deadline
Date of Issue of Tender	02.01.2025
Last Date and Time for submission of Tender	22.01.2025 up to 5:30 P.M .
Opening of Technical Bid	24.01.2025 at 11:30 A.M.
Opening of Financial Bid of Qualified Bidder	24.01.2025 at 03:00 P.M.

Bidders are required to submit the technical and financial bids 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 "TENDER FOR PROVIDING SERVICES OF MANPOWER RESOURCES TO TE & SCERT, Odisha, Bhubaneswar" must reach the undersigned on or before Dt 22.01.2025 up to 5:30 PM through Speed Post/ Registered Post/Courier only.

The bid document containing eligibility criteria, scope of the work and other terms and conditions of the tender can be downloaded from SCERT website. All future addendum / corrigendum, if any, shall be hoisted on above website only. The authority reserves the right to reject any/all proposals and cancel tender process without assigning any reason thereof.

Complete Address for Submission of Bid:

The Director, TE & SCERT,
Odisha, Bhubaneswar, Pin-751001


Director, TE & SCERT

**RFP FOR SELECTION OF MANPOWER SERVICE PROVIDER
AGENCY FOR ENGAGEMENT OF DIFFERENT CATEGORIES OF
MANPOWER RESOURCES TO BE ENGAGED ON
OUTSOURCING BASIS
FOR DIRECTORATE OF TE & SCERT, ODISHA, BHUBANESWAR**

A. General Information

1. The Directorate of TE & SCERT, Odisha, Bhubaneswar requires the service of reputed, well established, financially sound and registered Services Providing Agency to provide the services of different categories of manpower resources as mentioned at SL.No.3 on Outsourcing basis to manage the day-to-day services & activities and official work of Directorate of TE & SCERT, Odisha, Bhubaneswar.
2. The contract for providing the aforesaid manpower is likely to commence from January 2025 and would continue for one year. The term of the contract shall be extended provided the requirement of the client for the services persists at that time or may be terminated owing to deficiency in service or because of change in the Institution's requirements. The authority, however, reserves right to terminate this contract at any time after giving one month's notice to the Service Provider.
3. The Directorate of TE & SCERT, Odisha, Bhubaneswar has the tentative requirements of the manpower resources for providing services as specified below:

Sl. No.	Category of Resources	Requirement
1	Unskilled	4
2	Semi-Skilled	4
3	Skilled	2
4	High Skilled	2

The resource requirements may be increased / decreased in any / all the categories. The eligible bidders, those have the capability of providing all types of services as per the prescribed eligibility and technical requirements in the tender document, are allowed to participate in the selection process. Any conditional / partial bids will be out-rightly rejected.

4. The detailed information for different categories of services has been given in the Tender Documents which may be downloaded from the website: www.tescert.gov.in
5. The various critical dates relating to the above tender process are as under:

Bidding Schedule	Deadline
Date of Issue of Tender	02.01.2025
Last Date and Time for submission of Tender	22.01.2025 up to 5:30 P.M .
Opening of Technical Bid	24.01.2025 at 11:30 A.M.
Opening of Financial Bid of Qualified Bidder	24.01.2025 at 03:00 P.M.

6. The technical bids will be opened on Dt 24.01.2025 at 11:30 AM at The Directorate of TE & SCERT, Odisha, Bhubaneswar in presence of the authorized representative of the

participated bidders (limited to one only) if any, who wish to present at the meeting. The financial bids of the technically qualified bidders only (**Refer Section II: Evaluation of Tender for details**) will be opened at The Directorate of TE & SCERT, Odisha, Bhubaneswar in the presence of the authorized representatives of the bidders, who wish to attend the meeting.

7. Any form of consortium and joint venture is not allowed under this tender.
8. The competent authority reserves the rights to reject any / all bids and cancel the tender process without assigning any reason thereof.

B. Eligibility criteria

Sl. No.	Eligibility Criteria	Documents to be furnished along with the Technical Bid
1	<p>The bidder should be registered under appropriate authority, such as</p> <ul style="list-style-type: none"> • Companies Act, 1956 / 2013. • Indian Partnership Act, 1932. • Indian Trusts Act, 1882. • Societies Registration Act, 1860. • Limited Liability Partnership Act, 2008. • Proprietorship Firm registered under the Indian Proprietorship Act 1908. 	Certificate of Incorporation / Registration / Any valid legal document.
2	The bidder must have at least 3 years in business on the last date of submission of bid for providing manpower resources deployment services to reputed entities.	
3	The bidder must have executed at least 3 numbers of manpower deployment contracts having contract value of 50.00 Lakhs INR per annum each during the last 5 financial years of (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) under any Central / State Govt. / PSUs/ Autonomous bodies.	Copies of the work order / contract document/ from the concerned authorities.

4	The Registered / Branch Office of the Service Provider must be located within the jurisdictional area of Bhubaneswar.	Valid address proof of the office (copy of the Telephone / Electricity Bill / Lease agreement of the rented premises)
5	Must have an average annual financial turnover of Rs. 1.00 Cr during the last 3 financial years of (2021-22, 2022-23 & 2023-24) from the business related to manpower resources deployment services only.	Copies of audited Income / Expenditure statement and Balance sheet for the concerned period.
6	Must have its own bank account in any scheduled bank situated in Bhubaneswar.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender.
7	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority during the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format (FORM – T2)
8	Must not have any pending judicial proceedings for any criminal offence against the proprietor / Director / Persons to be deployed by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM – T3)
9	Other statutory documents to be furnished as part of technical bid:	Copies of: <ul style="list-style-type: none"> • PAN, • GSTIN, • EPF & ESI Registration Certificate IT Return for the last three FY of 2021-22, 2022-23 & 2023-24.

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to outright rejection of the bid.

Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bids must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorized representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

C. Submission of Bid

The bid complete in all respect as specified in the tender document must accompanied with a amount of **Rs. 10,000.00 (Rupees Ten Thousand Only)** towards EMD in the form of Demand Draft in favour of "The Directorate of TE & SCERT, Odisha, Bhubaneswar" payable at any / nationalized / schedule commercial bank at Bhubaneswar. The bid complete in all respect should be submitted through **Speed Post/ Registered Post / Courier** so as to reach the authority by **Dt 22.01.2025 up to 5:30 PM.**

The authority will not be responsible for any postal delay. Bids without **EMD** as applicable shall be out-rightly rejected. Bids submitted after due date and time will be not be taken into consideration. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

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 - TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO The Directorate of TE & SCERT, Odisha, Bhubaneswar"
and

"FINANCIAL BID - TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO The Directorate of TE & SCERT, Odisha, Bhubaneswar".

Both sealed envelopes must be kept in a third sealed envelope super scribing **"BID DOCUMENT - FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO The Directorate of TE & SCERT, Odisha, Bhubaneswar"**.

The successful bidder will have to deposit a Performance Security of **(Rs. 1,50,000/-) (Rupees One lakh Fifty thousand)** only in the form of Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank situated within Bhubaneswar in favour of "The Director, TE & SCERT, Odisha, Bhubaneswar" as per the format at **Annexure-I** (applicable for PBG only) for a period of three months beyond the entire 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 entire 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 Security.

Submission of Bid Security / EMD and Performance Security for the Service Providing

Agency registered as MSEs / Startup will be guided by latest circular of Finance Department, Government of Odisha.

The Performance Security 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 Security. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee/ STDR will have to be accordingly renewed by the service providing agency as per the instructions of the authority.

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 (**FORM – T1**)
- b) Demand Draft in support of EMD as applicable.
- c) Copy of Certificate of Incorporation/ Registration of the Service Provider.
- d) Copy of GSTIN
- e) Copy of PAN
- f) Copies of IT Returns for the last three assessment years (2021-22, 2022-23 and 2023-24).
- g) Copies of EPF & ESI Registration Number.
- h) Copy Bank Account details.
- i) Copies of the financial audited statements for the last 3 financial years (2021-22, 2022-23 and 2023-24).
- j) Copies of work orders from the previous authorities for providing similar type of services during last 3 years.
- k) Undertaking regarding non-blacklisting (On Stamp paper of **Rs.10.00** in shape of affidavit from the Notary (**FORM T-2**))
- l) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) (**FORM T-3**)

Any deviation from the prescribed procedures / required information / formats/ Conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries in the bid documents should be legible, filled in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the term and conditions of the Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of **90 days** from the date of opening of the technical bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained.

To assist in the analysis, evaluation and computation of bids, the tender inviting 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.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the term and conditions of the tender document. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in the financial quote among the multiple technically qualified bidders, the bidder having highest technical score during the technical evaluation stage, will be considered for award of contract.**

The quoted rates shall not be less than the minimum wage fixed / notified by the Government of Odisha from time to time and shall include all statutory obligations.

The Service Provider shall be liable for all kinds of dues payable in respect of all personnel 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 accept or reject any or all the bids and cancel the tender process without assigning any reason thereof.

EVALUATION OF TENDER

A three-stage evaluation process will be adopted as explained below for evaluation of the bids:

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the bids will be done to determine whether the bids complied with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not as per the requirements of the tender. **Bid not complying to the tender eligibility conditions and requirements, will be outrightly rejected.**
- **Technical Evaluation (2nd Stage):** The bids will be evaluated for those bidders who qualify the preliminary evaluation stage. Evaluation of the qualified bids shall be made as per the following technical parameters:

Sl. No.	Technical Parameters	Maximum Mark
1	A) Number of years in business for manpower resources deployment service to the Central / State Govt. / Autonomous Bodies / Agencies / Societies / Corporate Bodies = 20 Mark <ul style="list-style-type: none">• 5 years = 5 Mark• 5 to 10 years = 10 Mark• More than 10 years = 15 Mark B) Local office in Bhubaneswar = 5 Mark	20
2	Numbers of eligible manpower services deployment contracts (As per the Eligibility condition: Sl. No. 3) <ul style="list-style-type: none">• 1 eligible contract = 5 Mark (Maximum 4 eligible contracts)	20
3	Average Annual financial turnover from manpower deployment service contracts during each of the last 3 financial years (As per the Eligibility condition: Sl. No. 5) Up to 1.00 Cr INR = 10 Mark 1.00 Cr to 5.00 Cr INR = 15 Mark More than 5.00 Cr INR = 20 Mark	20

4	Number of manpower deployed under current payroll (HR certified list of the manpower deployed in different offices along with EPF and ESI details to be enclosed along with technical bid) Up to 500 = 10 Mark 500 -1000 = 15 Mark More than 1000 = 20 Mark	20
5	Presentation in support of Credentials (20Mins) Company Profile Awards, Certifications such as ISO Understanding the Scope of work and implementation	20
GRAND TOTAL		100

The bidder whose technical bid secures above **70 Mark out of 100** in the technical evaluation stage, will be qualified for opening of the financial proposal.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting. **Least Cost Selection Method** will be followed during the financial evaluation stage to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive bid price** subject to fulfillment of the terms and conditions of the tender. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in the financial quote among the multiple technically qualified bidders, the bidder having highest technical score during the technical evaluation stage, will be considered for award of contract.**

- Payment Terms and Schedule in a tabular form

Deliverables	% of total payment payable
Engagement of required numbers of personnel and submission of monthly bills as per approved absentee statement. The bills, Copies of depositing of all statutory dues, EPF, ESI, professional tax, GST, current bank statement etc. should be submitted by the agency along with monthly bills.	100% of bill amount if found in order. Statutory TDS & deductions as applicable will be deducted from the bill amount.

The tentative requirement along with other details of the required resources to be deployed by the selected Service Provider Agency at The Directorate of TE & SCERT, Odisha, Bhubaneswar for the proposed services is given here as under: It may be increased / decreased as per requirement of this Directorate.

Sl. No.	Category of Resources	Requirement
1	Unskilled	4
2	Semi-Skilled	4
3	Skilled	2
4	High Skilled	2

1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under this agreement.
2. Persons to be deployed by the Service Provider should be above 18 years of age with required educational qualification, skills and experience.
3. The Service Provider will be overall responsible for the manpower deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any persons deployed by the Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
4. The manpower service provider should have an empaneled list of trained / experienced of all the required resources and so that continued services can be provided during the period of contract.
5. 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.
6. 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. Any 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.
7. The Contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for another one year depending upon satisfactory performance of the Service Provider subject to maximum of two terms.
8. The persons deployed shall be required to report for work at 10.00 AM to the Superintendent or such other Officer as may have been kept in charge of the Office Establishment and would leave at 5.00 P.M. and may also require to work beyond 5.00 PM for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The resources deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
10. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF & ESI, Bonus, and Gratuity etc. relating to the manpower to be deployed by it at the Authority's location.
11. The manpower to be deployed by the Service Provider should not have any adverse police records / criminal cases against them. The Service Provider 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 Service Provider prior to signing of the agreement.
12. The Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with the client so that optimal services of the resources deployed could be

availed without any disruption.

13. The entire financial liability in respect of resources deployed in the client's location shall be that of the Service Provider and the client will in no way be liable for the same. It will be the responsibility of the Service Provider to pay to the manpower resources deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
14. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the resources deployed at the client's location. The Service Provider should ensure regular payment of monthly remuneration to the resources engaged by 10th day of the succeeding month after deduction of applicable statutory dues. The Service Provider should credit the monthly remuneration in their respective bank accounts through online transfer.
15. The engagement of outsourced resources shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced manpower resources hired through them. Any outsourced resource deployed can be removed at any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.
16. In the event of any personnel being on leave / absent, the Service Provider shall ensure suitable alternative arrangements to make up for such absence. If a person's leaves the job for any reason, the Service Provider is liable to provide the suitable replacement within 3 working days.
17. The Service Provider will be responsible for deposit of GST, EPF, ESI, Professional Tax and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
18. The Service Provider shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this Agreement to any other agency or organization. **Sub-contracting is not allowed under this agreement.**
19. The Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified and submitted by the officer concerned in respect of the persons deployed and submit the same to the authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
20. **Deliverables:** Engagement of required numbers of personnel and submission of monthly bills as per approved absentee statement. The bills, Copies of depositing of all statutory dues, EPF, ESI, professional tax, GST, current bank statement etc. should be submitted by the agency along with monthly bills. The proof of deposits of EPF & ESI statutory dues of the preceding month are mandatory for release of succeeding month bills.
21. **% of total payment payable:** 100% of bill amount if found in order. Statutory TDS & deductions as applicable will be deducted from the bill amount.
22. In case of dispute resolution relating to rights / liabilities arising out of the agreement, the same shall be disposed of at the level of The Director of TE & SCERT, Odisha, Bhubaneswar.
23. In the event of failure of Service Provider to provide services as per the term 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 one month's prior notice to the Service Provider.

24. 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.
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 his decision and the same shall be binding on all parties.
26. 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 Service Provider will be recovered by forfeiture of performance security.
27. 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 Service Provider and the outstanding statutory dues of the Service Provider to concerned authorities.
28. The Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents / information, leads to termination of agreement.
29. All disputes shall be under the jurisdiction of the court at Bhubaneswar, Odisha.

To

The Director,

**TE & SCERT,
Odisha, Bhubaneswar**

**Sub: TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES
ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO The Directorate of
TE & SCERT, Odisha, Bhubaneswar (TECHNICAL BID).**

Sir,

I, the undersigned, offer to participate in the tender for providing the services of different categories of manpower resources on outsourcing basis through service providing agency to The Directorate of TE & SCERT, Odisha, Bhubaneswar in accordance with your Tender Notice No. _____, Dated. _____. We are hereby submitting our bid, 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 90 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 tender document. In case any provision of this tender is found violated, then your office shall have the rights to reject our proposal including forfeiture of the Earnest Money Deposit outrightly.

I, remain

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:

Address of the Bidder:

FORM T-1

GENERAL DETAILS OF THE BIDDER

1.	Name & designation of the Bidder	
2.	Bid Security / EMD	DD No.:
		Date:
		Amount in INR:
		Name of the Issuing Bank:
3.	Full Address of Registered Office	Postal Address with Pin code:
		Telephone No.:
		FAX No.:
		E-Mail Address:
4.	Name & mobile no. of the authorized person signing the Bid.	Name:
		Mobile No.:
5.	Bank Name of the Service Provider	Account Number:
		Bank and Branch Name:
		IFSC Code:
6.	PAN No. (Attach self-attested copy)	
7.	GSTIN No. (Attach self-attested copy.)	
8.	E.P.F. Registration No. (Attach self-attested copy)	
9.	E.S.I. Registration No. (Attach self-attested copy)	
10.	Acceptance to all the terms and conditions of the tender (Yes/No)	
11.	Power of Attorney / Authorization letter for signing of the bid documents	

12.	Submission of Undertaking towards no criminal case is pending with the police at the time of submission of bid	
13.	Kindly mention the total number of pages in the tender document	

14. Financial Turnover of the Bidder for the last 3 financial years (*).

Financial Years	Financial Turn Over Amount (In INR)	Average Financial Turnover (in INR)
2021-22		
2022-23		
2023-24		

**As on Dt. 31.03.2024 (Copies of Audited Statement for the concerned period to be furnished along with the technical bid).*

15. Details of the manpower deployment contracts executed by the bidder during the last 3 years of 2021-22, 2022-23 & 2023-24. As per the Eligibility condition. (on-going contract also will be considered).

Sl. No.	Period	Name of Authority with Complete Address & Telephone no	Type of services provided with details of the manpower deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

(Maximum 5 assignments of manpower resources deployment Contract)

[On the Bidder's Letter Head]

DECLARATION

I, Shri _____ Son / Daughter / Wife of
S h r i . _____, Proprietor/ Director/ authorized
signatory of _____ (Name of the Service
Provider), 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 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, forfeiture of Bid Security or EMD besides liabilities towards prosecution under appropriate law.

**Signature of the Authorized Representative
with Date and Seal**

Name:

Date:

Place:

Enclosures:

- a. Bid Security / EMD in the form of DD in Original
- b. Copy of the tender document (each page must be signed and sealed)
- c. Duly filled in Technical and Financial Bid
- d. Lists of required documents as applicable

FORM – T 2

UNDERTAKING

[On the Stamp Paper of Rs. 10.00 in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organization 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,

**Authorized Signature [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 proceedings for any criminal offences]

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

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

Yours sincerely,

**Authorized Signature [In
full and initials]**

Name and Designation of the Signatory:

Name of the Bidder and Address:

To

The Director,
TE & SCERT,
Odisha, Bhubaneswar

**Sub: TENDER FOR PROVIDING SERVICES OF DIFFERENT CATEGORIES OF MANPOWER RESOURCES
ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO The Directorate of
TE & SCERT, Odisha, Bhubaneswar (FINANCIAL BID)**

Sir,

I, the undersigned, offer to provide the services of different categories of manpower resources on outsourcing basis to The Directorate of TE & SCERT, Odisha, Bhubaneswar in accordance with your Tender Notice No. _____, Dated. __. Our attached financial price is -----*[Insert amount in figure as well as in word]* for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. 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 modification resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 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,

Authorized Signatory

Name and Designation of the Signatory with Date and Seal: Address of the

Bidder:

FINANCIAL BID

(FORM – F1)

Sl. No.	Categories of Manpower Resources	Requirement	Monthly rate per manpower resource in INR.					Total Per Person / per day
			Minimum Take Home Remuneration per Day	EPF @13%	ESI @ 3.26%	Service Charges	GST	
1	Unskilled	4	452/-					
2	Semi-Skilled	4	502/-					
3	Skilled	2	552/-					
4	High Skilled	2	602/-					

- *The total rates quoted by the tendering agency should be inclusive of all statutory / tax liabilities in force at the time of entering into the contract.*
- *Bids with "Nil" or very abnormally low quoted service charges will be treated as "non-responsive" and will be rejected during the financial evaluation stage.*
- *** Minimum take home remuneration per person should be not less than the minimum wages fixed by Labour and ESI Department as the case may be from time to time. The minimum rate of service charge shall be 3.85% (3% profit plus transaction charges) as per Rule 264 (iv) of OGFR, 2023.*
- *In case of tie in the financial quote among the multiple technically qualified bidders, the bidder having highest technical Score during the technical evaluation stage among all technically qualified bids, will be considered for award of contract.*
- *The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower. The employee share of contribution towards Professional Tax, EPF and ESI shall be deducted by the Service Provider from the take home remuneration of the persons to be deployed. Copies in support of Professional Tax, EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.*

**Signature of the Authorised
Representative**

Name:

Seal and Date:

BID SUBMISSION CHECKLIST

BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder (FORM-T1)		
2	Bid Processing Fee as applicable		
3	EMD as applicable		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 3 Financial years (2021-22, 2022-23 and 2023-24)		
8	Copy of Valid EPF, ESI Certificate		
9	Copy of Valid PSARA License		
10	TECHNICAL BID duly filled in (Covering Letter, FORM-T1, T2 & T3)		
11	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 years (2021-22, 2022-23 and 2023-24)		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of contracts of similar nature along with the copies of work orders for the respective assignments from the Authorities.		
14	Undertaking for not have been black-listed by any Central / State Government / Any Autonomous bodies during the recent past. (FORM – T2).		
15	Undertaking for not having any police case pending against the bidder (FORM – T3).		
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 have been sealed and signed by the authorized representative.

Authorized Signatory

[In full and initials]: _____

Name and Designation with Date and Seal:

SERVICE AGREEMENT AND PBG FORMAT

SERVICE AGREEMENT

(To be made on Rs 100.00 Non-Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on _____ between, _____ (hereinafter called as the "Authority") of the 1st Part and, _____ its principal place of business at _____ (hereinafter called the "Service Provider") of the 2nd Part.

WHEREAS

- (a) the "Service Provider", having represented to the "Authority" that he has the required manpower, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;
- (b) the "Authority" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
Appendix A: The General Terms and Conditions of Agreement; Appendix B: The Scope of Work; Appendix C: Agreement Price and Payment Term;
2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, in particular:
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of the services by the Service Provider shall be issued the authority or by an officer authorized by the Authority and in consideration of the Certificate of the satisfactory performance of Service Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.
3. **Mode of Payment**

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the services performed by the Service Provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the Agreement.

This Agreement constitutes the agreement between two parties in respect to obligations.

4. Now this agreement witnesses as below:

- a) That in consideration of the payment to be made by the “**Authority**” to the “**Service Provider**”, the “**Service Provider**” hereby agrees with the “**Authority**” to provide resources to be engaged in The Directorate of TE & SCERT, Odisha, Bhubaneswar in conformity with the provisions of the terms and conditions of the Agreement.
- b) That the “**Authority**” hereby further agrees to pay the “**Service Provider**” the Agreement price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Agreement varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the Agreement.
- e) That this agreement is valid up to _____.

[Authority]

Witness 1:

Witness 2:

[SERVICE PROVIDER]

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

PERFORMANCE BANK GUARANTEE FORMAT

To

The Director,
TE & SCET,
Odisha, Bhubaneswar

WHEREAS (Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Agreement no..... dated to undertake the service (description of the services) (herein after called "the Agreement").

AND WHEREAS it has been stipulated by _____ (Name of the Authority) in the said Agreement that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Agreement;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein;

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement to be performed there under or of any of the Agreement documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of, year..... Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ----- branch a written claim or demand and received by us at our ----- branch on or before Dt..... otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

..... Name and
designation of the officer

..... Seal, name &
address of the Bank & Branch