

Government of Odisha
Odia Language, Literature & Culture Deptt
Bhubaneswar

No. 681/ OLL&C, BHUBANESWAR, THE ,25th JANUARY, 2022

From:

Sri Subodh Chandra Acharya
Joint Director.

To

The Deputy Director (Advertisement)
I & P.R Department, Odisha, Bhubaneswar.

Sub: Publication of Advertisement on or before 28.01.2022.

Sir,

Inviting reference to the subject noted above, I am to enclose herewith the copy of the Advertisement for engagement of Manpower like; **Data Entry Operators, Sound Operators, Sound Helpers, Stage Light Operators, Stage Light Helpers, Gardeners, Sweepers & Security Guards** for day to day smooth management of Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap through the reputed Manpower Service Providers/ Firms/ Agencies. The above advertisement may kindly be published in 6" x 3" size as per the approved rate of I&PR Department in three leading Odia dailies on or before 28.01.2022 for the interest of the Government.

You are therefore, requested to publish the advertisement by the aforesaid date and submit the bill along with the advertisement copies etc to the Director, Odia Language, Literature & Culture, Govt of Odisha for make necessary payment.

Yours faithfully


27-1-2022
Joint Director

Memo No. 682 /OLLCD, Date- 25.01.2022

Copy forwarded to P.A to Director & Addl. Secretary to Govt. O.L.L.C Deptt, Bhubaneswar for kind information of Director & Addl.Secretary.


27-1-2022
Joint Director

Memo No. 683 /OLLCD, Date- 25.01.2022

Copy along with the copy of the draft advertisement forwarded to M/S Luminous Infoways, DCB-616,DLF Cyber City, Patia, Bhubaneswar-751024 with a request to upload the matter in the website of Department of O.L.L & Culture (www.odishaculture.gov.in) for information of general public to participate in the tender process.


27-1-2022
Joint Director

Memo No. 684 /OLLCD, Date- 25.01.2022

Copy along with the copy of the draft advertisement forwarded to Estt Section to upload the matter in the website of Department of O.L.L & Culture (www.odishaculture.gov.in) for wider publicity.


27-1-2022
Joint Director

Memo No. 685 /OLLCD, Date- 25.01.2022

Copy along with the copy of the draft advertisement forwarded for notice board of Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap for wider publicity.


27-1-2022
Joint Director




GOVERNMENT OF ODISHA
ODIA LANGUAGE, LITERATURE & CULTURE DEPARTMENT
ODISHA, BHUBANESWAR

Quotation Call notice for providing services for different jobs for the Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap.

No. 680 /OLL&C,

Dated. 25.01.2022

Sealed quotations are invited from the reputed service providers having past experience in providing services for jobs in different Offices/ Organization through a suitable agency on contract basis for Data Entry Operator, Sound Operator, Sound Helper, Stage Light Operator, State Light Helper, Gardner (Mali), Sweepers and Security Guards for day to day smooth management of Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap. The bidders are requested to submit the rate chart of **1.Data Entry Operator , 2.Sound Operator, 3.Sound Helper, 4.Stage Light Operator, 5.Stage Light Helper, 6.Gardener, 7.Sweeper, 8.Security Guards** separately for each case in the same quotation form at as applicable for manpower published in the advertisement. The Service Providers/ Agencies shall submit the said bid in the prescribed format with on the envelope quoted for the manpower of "**Data Entry Operator / Sound Operator / Sound Helper / Stage Light Operator / State Light Helper/ Gardner / Sweepers / Security Guards**" in a sealed envelope. The last date for receiving of quotation is **10.02.2022** up to **5.00 PM** and will be opened at **11.30 AM** on the next day i.e. on **11.02.2022**. Details can be seen and downloaded from website www.orissaculture.gov.in . The Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.


Director, OLL & Culture
& Addl. Secretary Govt.

Odia Language, Literature & Culture Deptt
Odisha, Bhubaneswar

APPLICATION FORM FOR QUOTATION FOR
For Providing Manpower Services to Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap,
Culture Department.

1. Name of the Quotationer (Service Provider /Agency) : _____
2. Details of Earnest Money Deposit: DD No. _____, Date _____
of Rs. _____ drawn in Bank _____
3. Name of Proprietor/Partner/ Director : _____

4. Full Address of Registered Office: _____

Tel. No : _____
Fax No. _____
Email : _____
5. Full address of Operating/ Branch Office _____

Tel.No: _____
Fax No. _____
Email : _____
6. Name & Telephone no. of : _____
Authorised Officer/Person
To liaise with Field Office(s) _____
7. Banker of the Manpower Service Provider:-----
(Attach Certified copy of statement of
A/C for the last three years) _____
Telephone No. _____
Of Banker. _____
8. PAN / GIR No: _____
(Attached attested copy)
9. Service Tax Registration No: _____
(Attached attested copy)
10. EPF Registration No. _____
11. ESI Registration No. _____
(Attached attested copy)

12. Registration certificate under

“The Odisha Shop & Commercial Establishment Act, 1956

(2)

13. Financial Turn over of the Tender Manpower service provider for the last 3 years.

Financial Year	Amount (Rs. In Lakhs)	Remarks If any.
2018-19		
2019-20		
2020-21		

14. Copy of the Audit Report for last 03 Years: _____

15. Additional Information if ,any:

16. Give details of the major similar contracts handled by the tendering Manpower service Provider during the last three years in the following format.

Sl No.	Name of Client, Address Telephone No.		Manpower Service Provided	Amount of Contract(Rs.Lakh)	Duration of Contract	
	Type of Manpower Provided	No.			From	To

17. Additional Information , if any:
(Attach separate sheet, if required)

Date:
Place:

Signature of Authorised Person
Full Name:
Seal:

DECLARATION

1. I, _____ son/ Daughter/ Wife of Shri

Proprietor/ Director/ authorised
Signatory of the Service Provider, mentioned above, am competent to sign this declaration and
execute this tender documents.

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

3. The information/ documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I /We, am/ are well aware of the facts that
furnishing of any false information / fabricated document would lead to rejection of my
Quotation at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorised Person
Full Name :
Seal :

Date:
Place:

APPLICATION – E.S.I BELT

For Providing Manpower Assistance to Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap,
Culture Department.

1. Name of Tendering Manpower Service Provider:-
2. Rate per person per month (8 hours per day) inclusive liabilities, taxes, levies Cess etc:

Sl No.	Manpower Type	Monthly Rate per Person						
		*Take Home Remuneration	EPF	ESI	Other Statutory Dues if any	Service Charges	Service Tac	Total Per Person

Signature of Authorised Person

Full Name:

Seal:

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

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of No. of working days for which duty has been performed by each manpower.

TERMS & CONDITIONS

GENERAL

1. The agreement shall commence from _____ and shall continue till _____ for one year or more as the case may be unless, it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of manpower deployed, breach of any conditions of contract etc. or change in requirements.
2. The Agreement shall automatically expire on _____ unless it is extended for further period by mutual consent of the Service Provider Agency/Agencies and the Authority shall automatically terminate as per the agreement.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as shall be mutually agreed upon by the Manpower Service Provider and the Authority.
4. The manpower Service Provider Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities covered under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower will be outsourced from the manpower service provider on proper requisition by the Director, OLL & Culture.
6. The Manpower Service Provider will be bound to furnish details to the Authority while submitting the tender or at subsequent stage as per tender document. Any such document furnished by the Manpower Service providing found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action against service providing agency apart from termination of the agreement forthwith.
7. The Authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at scheduled time as directed by authority or any other Nodal Officer concerned and shall work for minimum 8 hours per day. The Person (deployed), who remains absent from duty on a particular day/ comes late to the duty /leaves the duty early without prior permission, and proportionate deduction from the remuneration shall be made accordingly.
9. The Manpower Service Provider shall provide the person required by the Director, OLL & Culture as per the statement showing the details required post with prescribed qualification (Copy Enclosed) at the minimum wages fixed by the Labour & Employment Deptt. Govt. Of Odisha from time to time.
10. The Manpower Service Provider shall nominate a Coordinator who shall be responsible for immediate interaction with the Director, OLL & Culture, Odisha/ Office so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of Manpower services deployed in the Deptt of Odia Language, Literature & Culture, Odisha or office concerned will in no way be liable. It will be the responsibility of the Service Provider Agency to pay to the persons deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence, as may be required by the Director, OLL & Culture, Odisha

12. For all intents and purposes, the Manpower Service Provider Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower, so deployed. The persons engaged by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship with the Director, OLL & Culture, Odisha.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. Director, OLL & Culture / Office. shall, in no way, be responsible for settlement of such issues whatsoever. In case the the grievances of the deployed persons are not attended to by the Manpower Service provider , the deployed persons can place their grievance before a Joint Committee consisting of a representative of the Director ,OLL &C, Orissa or Office concerned & an Authorised representative of the Manpower Service Provider.

14. The Director, OLL & Culture / Office shall not be responsible for any financial loss or any injury caused to any person deployed by the Manpower Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.

15. The persons deployed by the Service Provider Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during their incumbency or after expiry of the Agreement.

16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

17. The person deployed shall not claim any benefit or compensation or absorption or regularization of their deployment with this office under the provision of rules and Acts. An undertaking from the person deployed to this effect shall be submitted by the Manpower Service Provider to Deptt of Odia Language, Literature & Culture, Odisha.

18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

19. The Manpower Service Provider shall provide a substitute well in advance against the manpower who would leave 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 Service Provider Agency. The Manpower Service Provider shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance, wherever applicable .

20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Police verification report of the person to be deployed by the Service Provider is to be submitted.

21. The manpower should be polite, cordial and efficient while performing their work. Their actions should promote good will and to enhance the image of the Deptt of OLL & Culture or office concerned. The Manpower Service Provider Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider Agency as well as the manpower deployed liable for penal action under the applicable law besides, action for breach of contract.

23. The Manpower Service Provider Agency shall be responsible for compliance of all statutory provisions from time to time relating to minimum wages payable to different types of worker in respect of the manpower deployed in the Deptt of OLL & Culture or office concerned. The Deptt of OLL & Culture shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Deptt of Odia Language, Literature & Culture, Odisha to the concerned tax collection authorities, from time to time, as per the statutory rules and regulations prescribed. Attested photocopies of such documents shall be furnished to the Deptt or Office concerned, as and when required.

25. The Manpower Service Provider Agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Deptt of Odia Language, Literature & Culture, Odisha or office concerned.

26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Deptt of Odia Language, Literature & Culture, Odisha, to the Manpower service provider.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Deptt of O.L.L & Culture, Odisha is put to any loss / obligation, monetary or otherwise, the Deptt of O.L.L & Culture, Odisha or office concerned shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed manpower and non-payment of statutory dues. The Deptt of O.L.L & Culture, Odisha will have no liability towards non- payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Deptt of O.L.L & Culture, Odisha or office concerned by the manpower deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of Service providing agency.

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

FINANCIAL

29. The Quotation should be accompanied with an Earnest Money Deposit (EMD) , of Rs.10,000/- (Rupees Ten thousand only) refundable without interest in the form of DD/Pay Order from any Nationalised Bank payable at Bhubaneswar drawn in favour of Deputy Director & O.I.C ,Rabindra Mandap, Bhanja Kala Mandap, Utkal Mandap **failing which the tender shall be rejected out rightly.**

30. The Earnest Money Deposit in respect of the agencies which do not qualify the Quotation shall be returned to them without any interest. **In case of successful Quotationer if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

31. The successful Quotationer will have to deposit a performance Security Deposit of Rs.1,00,000/- (Rupees One Lakh) only in shape of Demand Draft from any Nationalise Bank payable at Bhubaneswar in favour of the Deputy Director & OIC Rabindra Mandap.

32. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

33. The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the Director O.L.L & Culture, Odisha or Office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

34. The claims in ;bills regarding Employees State Insurance, Provident Fund and Service Tax etc. Should be necessarily accompanied with the bill as documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished , at the discretion of the Director O.L.L & Culture or office concerned.

35. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

36. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

37. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement is located.

39. The successful Quotationer will enter into an agreement with this Department or office for supply of suitable and qualified manpower as per requirement of the Director O.L.L & Culture on the above terms and conditions.

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Director, OLL & Culture & Additional Secretary to Government, OLL&C Department, Govt of Odisha, Bhubaneswar represented by _____ , here-in-after referred to as the "Authority" which expression shall , where the context so requires or admits, also include its successors or assignees of the one part;

And

M/S _____ represented by Sri /Smt. _____ here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees or the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in _____ Rabindra Mandap / Bhanja Kala Mandap / Utkal Mandap.

And Whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement.

And Whereas the "Authority" has finalised the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below :

1. That, the annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
 2. That, in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "DEO, Sound Operator, Sound Helper, State Light Operator, Stage Light Helper, Gardener, Sweeper , Security Guards " in Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap, Bhubaneswar in conformity with the provisions of the Terms & Conditions.
 3. That , the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms & Conditions.
 4. That, in the event of any dispute that may arise it shall be settled as per the Terms & Conditions of the contract.
 5. That, this agreement is valid up to _____.
- IN THE WITNESS WHEREOF the parties have caused respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider

Signature of the Authority
An Officer acting in the premises for
& on behalf of the
Director, O.L.L.& C & Addl. Secy to Govt
Deptt of OLL & C, Odisha, Bhubaneswar

In the Presence of Witness

Witness

Witness

1. Name
Address

1. Name
Address

2. Name
Address

2. Name
Address

ANNEXURE
TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality or manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on _____ unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action besides termination or the Agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report at the time suitable to the Management if necessary he may also be required to work beyond duty hours for _____ which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, _____ proportionate deduction from the remuneration for one day will be made.
8. The age limit of the persons deployed by the Manpower Service Provider shall be followed as per the director of the Director, Deptt of O.L.L & Culture, Odisha, Bhubaneswar .
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Director, Deptt of O.L.L & Culture or office so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Director, Deptt of O.L.L & Culture or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the persons deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the the Director, Deptt of O.L.L & Culture or Office concerned.
11. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Director, Deptt of O.L.L & Culture or Office concerned.
12. The Service Provider must employ adult labour only and physically sound to perform the duties. Employment of child labour will lead to the termination of the contract.

13. The Manpower Service Provider shall be sole responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Director, Deptt of O.L.L & Culture shall in no way be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider, the deployed persons can place their grievance before a Joint Committee consisting of a representative of the Director, Deptt of O.L.L & Culture of Office concerned and an Authorised representative of the Manpower Service Provider.

14. The Director, Deptt of O.L.L & Culture shall not be responsible for any financial loss or any injury to any person(s) deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during their incumbency or after expiry of the agreement.

16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption , regular or other capacity.

17. The persons deployed by the Manpower Service Provider shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the persons deployed to this effect shall be required to be submitted by the Manpower Service Provider.

18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

19. The Manpower Service Provider shall provide a substitute well in advance against the manpower who would leave the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance, wherever applicable.

20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them. Police verification report of the person to be deployed by the Service Provider is to be submitted.

21. The manpower should be polite, cordial and efficient while performing their work. Their actions should promote good will and to enhance the image of the Deptt of OLL & Culture or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the manpower deployed liable for penal action under the applicable law besides, action for breach of contract.

23. The Manpower Service Provider Agency shall be responsible for compliance of all statutory provisions from time to time relating to minimum wages payable to different types of worker in respect of the manpower deployed in the Deptt of OLL & Culture or office concerned. The Deptt of OLL & Culture shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Deptt of Odia Language, Literature & Culture, Odisha or office concerned to the concerned tax collection authorities, from time to time, as per the statutory rules and regulations prescribed. Attested photocopies of such documents shall be furnished to the Deptt or Office concerned , as and when required.

25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Deptt of Odia Language, Literature & Culture, Odisha or office concerned .

26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Deptt of Odia Language, Literature & Culture, Odisha, to the Manpower service provider.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Deptt of O.L.L & Culture, Odisha is put to any loss / obligation, monetary or otherwise, the Deptt of O.L.L & Culture, Odisha or office concerned shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed manpower and non-payment of statutory dues. The Deptt of O.L.L & Culture, Odisha will have no liability towards non- payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Deptt of O.L.L & Culture, Odisha or office concerned by the manpower deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of Manpower Service provider.

29. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

30. The Manpower Service Provider shall raise the bill in triplicate along with attendance sheet duly verified by the Director O.L.L & Culture, or Office concerned in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

31. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. Should be necessarily accompanied with the bill as documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished , at the discretion of the Director O.L.L & Culture or office concerned.

32. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

33. 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.

34. 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.

35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement is located.

TECHNICAL REQUIREMENTS PROVIDING MANPOWER
BY THE SERVICE PROVIDER.

1. The tendering manpower service provider should fulfil the following technical specifications:
 - (a) The registered office or one of the branch offices of the manpower services provider should be located within the jurisdiction of the Office. Besides, if the Controlling Officer is procuring manpower for deployment in their Field Office(s) , then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
 - (b) They should be registered with the appropriate registration authority.
 - (c) They should have at least 3 years experience in providing Manpower to Government Department, Public Sector Companies/ Banks, etc.
 - (d) They should have their own Bank Account.
 - (e) They should be registered with Income Tax and Service Tax Departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should any other regulatory clearance (to be specified by the user Director, OLL & Culture) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement (Rs.6.00 Lakhs per annum).
 - (i) Execution of contracts of similar type (Rs.0.50 Lakhs per months) during preceding 3 years of value equal or more that 60% of the estimated cost of the present contract.
 - (j) They should be registered under“ The Odisha Shops and Commercial Establishment Act,1956.
 - (k) They should submit the copy of the Audit Report for last 3 years.
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DOCUMENTS TO BE PROVIDED WITH THE QUOTATION

1. Application Form for Quotation
2. Attested copy of registration of agency.
3. Certified copy of the statement of Bank Account of agency for the last three years.
4. Attested copy of PAN / GIR Card.
5. Attested copy of the latest IT return filed by Agency.
6. Attested copy of the Service Tax registration certificate.
7. Attested copy of the P.F registration letter / certificate.
8. Attested copy of the ESI registration letter / certificate.
9. Attested copy of the registration certificate under "The Odisha Shops & Commercial Establishments Act, 1956.
10. Certified documents in support of the financial turnover of the agency.
11. Certified copy of the audit report for the last three financial years.
12. Certified documents in support of entries in Column 13 of application form of Quotation.
13. Copy of the terms and conditions of Quotation have been duly signed and sealed by the Authorized signatory of the agency in token of their acceptance.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF
MANPOWER**

1. List of Manpower short listed by the agency for deploy in Rabindra Mandap , Bhanja Kala Mandap, Utkal Mandap under Director of OLL & Culture containing full details i.e. date of birth, martial status, address, educational qualification etc.
 2. Bio-Data of all person.
 3. Police Verification report of the person deployed.
 4. Any other documents considered relevant.
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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR QUOTATIONERS

1. The Director, OLL & C Department, Odisha, Bhubaneswar-14 requires the service of reputed, well established and financial sound **Manpower Service Providers** to provide services of **Data Entry Operators, Sound Operators, Sound Helpers, Stage Light Operators, Stage Light Helpers, Gardener (Mali), Security Guards & Sweepers** for a period of one year on contract basis for the day to day management of the Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap, Bhubaneswar.
2. The contract for providing the aforesaid manpower is likely to be commence from _____ and would continue till _____. The period of contract may be further extended beyond the above period provided the requirement of Director, OLL&C ,Odisha for manpower persist at the time or may be curtailed/terminated before the agreement period owing to insufficiency in service or sub-standard quality of manpower deployed by the approved Service Provider / Agencies. The OLL&C Department however, reserves the right to terminate this initial contract at any time after one week's notice to the selected Service Providers/ Agencies.
3. The Director, OLL&C ,Odisha has to decide its tentative requirement time to time as & when required. The requirements may increase/ decrease in any or all the categories of the posts depending on the programme at aforesaid Mandap.
4. The interested Service Providers shall have to submit the Quotations indicating the rate per person per month including all charges.
5. The interested Service Providers may submit the Quotations with complete documents in all respect along **with Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand) only in shape of Demand Draft in any nationalised bank in favour of Deputy Director & OIC ,Rabindra Mandap payable at Bhubaneswar** with the documents and submit the Quotation on or before **dt.10.02.2022 by 5.00 PM** in the **office of the Director. Odisha Language, Literature & Culture, Sanskruti Bhawan, State Museum Complex, Bhubaneswar-751014** & the same shall be opened at **11.30 AM** on **dt. 11.02.2022** by the Director, OLL & Culture, Odisha. The interested Quotationer or their authorised representatives may like to remain present at the opening time of the Quotations. The EMD amount of unsuccessful Quotationer shall be refunded after completion of selection procedure.
6. The interested Service Providers are advised to submit the Quotations in sealed envelope with superscribing in Bold Letters“ For Providing Manpower Service to **Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap under OLL & C Department”**.
7. The Earnest Money Deposit (EMD) of **Rs.10,000/-** (Rupees Ten thousand) only shall be refunded (without interest) should be necessarily accompanied with the Quotation of the Service Provider **in shape of Demand Draft in any nationalised bank in favour of Deputy Director, Culture & OIC ,Rabindra Mandap payable at Bhubaneswar** otherwise the quotations shall be rejected automatically.
8. The successful Quotationer will have to deposit “Performance Security Deposit of **Rs.1,00,000/-** (Rupees One lakh) only in shape of Demand Draft in any nationalised Bank payable at Bhubaneswar in favour of Deputy Director & OIC, Rabindra Mandap before signing of the agreement. The aforesaid Security Deposit shall be refunded only after

successful completion of the services during the agreement period or after deduction of the amount towards negligence of service / damage caused by the deployed persons if any. Moreover, if the above amount is more than the Security Amount, then the same shall be deducted from the monthly claim of the Firm /Agency. The period will remain valid for one year which can be extended if authority satisfies on the services.

9. The tendering Man Power Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted officer of the state Government/ Central Government along with the quotations, failing which their Quotations shall be summarily/ out rightly rejected and will not be considered any further:
 - (a) Registration Certificate or the applicant organisation:
 - (b) Registration Certificate under the Odisha Shop and Commercial establishments Act,1956.
 - (c) Copy of PAN / GIR Card.
 - (d) Copy of the IT return files for the last three financial years i.e. for 2018-19, 2019-20 & 2020-21.
 - (e) Copies of EPF & ESI Certificates.
 - (f) Copy of the Service Tax Registration Certificate.
 - (g) Certified extracts of the Bank Account containing transactions during last three years i.e. for 2018-19, 2019-20 & 2020-21.
 - (h) Copy of the Audit Report for last 3 years i.e. from 2018-19, 2019-20 & 2020-21.
 - (i) License of Private Security registration Act.2005 (PSARA).
 10. The conditional Quotation shall not be considered & will be out rightly rejected in very first instance.
 11. All entries in the Quotation form should be legible & filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. No overwriting or cutting is permitted in the quotation form. In such cases, the Quotation shall be summarily rejected. However the cutting , if any in the Quotation Form must be initialled by the person authorised to sign the Quotation.
 12. The Director, OLL & Culture reserves right to cancel all quotations without assigning any reason thereof.
 13. Quotation Selection Criteria :- The eligible Quotationers fulfilling all the required criteria and quoting the lowest gross amount and confirming minimum take home wages for each category of manpower shall be preferred as successful Quotationer.
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GOVERNMENT OF ODISHA
ODIA LANGUAGE, LITERATURE & CULTURE DEPARTMENT

DOCUMENTS FOR QUOTATION

For providing services of **Data Entry Operator, Sound Operator, Sound Helper, Stage Light Operator, Stage Light Helper, Gardener (Mali), Security Guards and Sweepers** by a reputed Service Provider/ Agencies.

- (a) Issue of Quotation (Down loaded/ obtained in person:
- (b) Date and time for submission of Quotation:
- (c) Date & time for opening of Quotation:
- (d) EMD Amount :

(The Cheque/No. With date & name of the Bank should be specified by the Quotationers)

Statement showing the detail required post with prescribed qualification.

Sl. No	Category	Posts	Prescribed Qualification/ experience	Place of working	Required Number
1	HIGH SKILLED	Data Entry Operator	Graduate in any stream with DCA/PGDCA with good knowledge of Typing of official letters & other documents. & Accounts	Rabindra Mandap, Bhubaneswar	To be provided as per requisition of Management.
2	SKILLED	Sound Operator	National Trade Certificate in Electrical & Electronics from a recognised Industrial Training Institute with 2 years Experience as Sound Operator.	Each one at Rabindra Mandap & Bhanja Kala Mandap or as per requirement	-do-
3	UN-SKILLED	Sound Helper	National Trade Certificate in Electronics from a recognised Industrial Training Institute with 1 year Experience as Sound Helper.	-do-	-do-
4	SKILLED	Stage Light Operator	National Trade Certificate in Electrical & Electronics from a recognised Industrial Training Institute with 2 years Experience as Light Operator	-do-	-do-
5	UN-SKILLED	Stage Light Helper	Certificate in Electrical & Electronics from a recognised Institute with 1 year experience as Light Helper.	-do-	-do-
6	SEMI-SKILLED	Gardener (Mali)	Pass in 7th.Standard from any Educational Institution. Minimum 3 years of experience. Must be able to read and write Odia & English. Must be resident of Odisha	-do-	-do-
7	UN-SKILLED	Sweeper	Pass in 7th.Standard from any Educational Institution with 2 years experience. Must be able to read and write Odia & English. Must be resident of Odisha & sound health	-do-	-do-
8	SEMI-SKILLED	Security Guard	Passed M.E Standard from any Educational Institution with 2 years experience. Must be able to read and write Odia & English. Must be resident of Odisha & sound in health	-do-	-do-

**GOVERNMENT OF ODISHA
ODIA LANGUAGE, LITERATURE & CULTURE DEPARTMENT
ODISHA, BHUBANESWAR**

Quotation Call notice for providing services for different jobs for the Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap.

No. 680 /OLL&C, Dated. 25.01.2022

Sealed quotations are invited from the reputed service providers having past experience in providing services for jobs in different Offices/ Organization through a suitable agency on contract basis for Data Entry Operator, Sound Operator, Sound Helper, Stage Light Operator, State Light Helper, Gardner (Mali), Sweepers and Security Guards for day to day smooth management of Rabindra Mandap, Bhanja Kala Mandap & Utkal Mandap. The bidders are requested to submit the rate chart of **1.Data Entry Operator , 2.Sound Operator, 3.Sound Helper, 4.Stage Light Operator, 5.Stage Light Helper, 6.Gardener, 7.Sweeper, 8.Security Guards** separately for each case in the same quotation form as applicable for manpower published in the advertisement. The Service Providers/ Agencies shall submit the said bid in the prescribed format with on the envelope quoted for the manpower of "**Data Entry Operator / Sound Operator / Sound Helper / Stage Light Operator / State Light Helper/ Gardner / Sweepers / Security Guards** " in a sealed envelope. The last date for receiving of quotation is **10.02.2022** up to **5.00 PM** and will be opened at **11.30 AM** on the next day i.e. on **11.02.2022**. Details can be seen and downloaded from website www.orissaculture.gov.in . The Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.

Director, OLL & Culture
& Addl. Secretary Govt.
Odia Language, Literature & Culture Deptt
Odisha, Bhubaneswar

