



ODISHA REAL ESTATE APPELLATE TRIBUNAL

A-1 Block, 7th Floor, Toshali Bhawan, Satyanagar, Bhubaneswar-751007

Contact details : Ph. No. 0674-2571802, email : oreat.bbsr@gmail.com

No. OREAT/ESTT. 1/2025/ 08 Dated 6/1/25

TENDER CALL NOTICE FOR SUPPLY OF MANPOWER SERVICES

Odisha Real Estate Appellate Tribunal, Bhubaneswar hereby invites Sealed tenders from reputed Registered Manpower Service Provider Agencies having registered office located within State of Odisha and possessing valid license, statutory clearance, service tax registration, EPF Registration, ESI Registration and PAN No, for providing services of one Electrician, four Security Guards and four Housekeepers in the office of Odisha Real Estate Appellate Tribunal, Bhubaneswar on outsourcing basis for a period of one year from the date of coming into force of the contract as would be indicated therein. The contract for supply of one Electrician, four Security Guards and four Housekeepers (on outsourcing basis) and their mode, manner and nature of duties shall be as per the details provided in the Tender Document. The intending Service Providers should furnish the Tender as per guidelines issued vide Finance Department Letter No. 37323/F dated 30.11.2018 and G.A. & P.G. Department Resolution No. 7982/GAD dated 07.03.2024.

The Tender Document can be downloaded from the official website of OREAT, Bhubaneswar (www.oreat.nic.in) or obtained in person from the Office of OREAT at 7th Floor, A-1 Block, Toshali Bhawan, Satyanagar, Bhubaneswar on payment of Rs. 300/- (Rupees Three hundred) only in the shape of Demand Draft in favour of the Registrar, Odisha Real Estate Appellate Tribunal, Bhubaneswar payable at Bhubaneswar on any working day between 11.00 A.M. to 3.00 P.M from 10.01.2025 to 20.01.2025.

The estimated cost of the contract is Rs. 13,60,800/- per annum excluding applicable taxes, statutory dues and negotiated service charges. The Bidders are required to furnish the Bid Security Declaration alongwith the Tender Document.

Last date of submission of Tenders: - 20.01.2025 by 4.00 PM

Opening of the Tenders :- The Technical and Financial Bids will be opened in the Office of the Tribunal at Toshali Bhawan, Satyanagar, Bhubaneswar in presence of the selection committee and the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at the time of opening of the Bids, as per the following time table;

Technical Bid - 21.01.2025 at 02.00 PM

Financial Bid - 28.01.2025 at 02.00 PM

The Bidders who will be found qualified in the Technical Bid may himself/herself or through their authorized representatives remain present at the time of opening of Financial Bid in the office of the Tribunal on 28.01.2025.

Incomplete and conditional Tenders shall be summarily rejected. The office of the Odisha Real Estate Appellate Tribunal, Bhubaneswar reserves the right to reject any or all the Tenders, without assigning any reason thereof. The bidders should have at least 3 years or more experience in providing manpower services to Government Departments/ Offices. The authority reserves the right to relax any of the provisions of the Tender Document in case of exigency.

The Tender Documents of the bidders having criminal antecedents/ previous unsatisfactory service reports/ previously black listed, shall be summarily rejected.

By Order

**Sd/-
REGISTRAR**

Memo No. 16 **Dated** 8/1/25

Copy forwarded to the System Analyst with a request to upload the Tender Notice through the Website of the Tribunal for wide publicity.

2. Notice Board for information of all.


REGISTRAR



TENDER DOCUMENT

**for Selection of Manpower Service Provider Agency
for providing services of comprehensive operation &
maintenance work of housekeeping and watch & ward
services (i.e. security round the clock) including the
services of electrician in the OREAT, Bhubaneswar**

ODISHA REAL ESTATE APPELLATE TRIBUNAL
A-1 Block, 7th Floor, Toshali Bhawan, Satyanagar, Bhubaneswar-751007

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**ODISHA REAL ESTATE APPELLATE TRIBUNAL
BHUBANESWAR**

TENDER DOCUMENT

Different important dates of the Tender for providing services of housekeeping and watch & ward services (i.e. security round the clock) including the services of electrician in the Odisha Real Estate Appellate Tribunal by a Manpower Service Provider

- | | | |
|----|---|-------------------------------|
| a) | Period of issue of Tender Document | From 10.01.2025 to 20.01.2025 |
| b) | Last Date and time for submission of Tender Document | 20.01.2025 at 4.00 p.m. |
| c) | Date and time for opening of | |
| | (i) Technical Bids | 21.01.2025 at 2.00 p.m. |
| | (ii) Financial Bids of eligible Bidders | 28.01.2025 at 2.00 p.m. |
| d) | Likely date for commencement of deployment of Required manpower | 01.02.2025 |

GENERAL INSTRUCTIONS FOR BIDDERS

1. The Odisha Real Estate Appellate Tribunal requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of one Electrician, four Security Guards and four Housekeepers on contract outsourcing basis for day to day office work in the office of the Tribunal, Bhubaneswar.
2. The period of contract for providing the aforesaid manpower is likely to commence from 01.02.2025 and would continue till 31.01.2026. The period of the contract may be further extended beyond 31.01.2026 provided the requirement of the Tribunal for manpower persists at that time. The period of contract may be curtailed/ terminated before 31.01.2026 owing to deficiency in service or sub-standard quality of the manpower deployed by the selected Service Provider or because of change in the requirements of the Tribunal. The Tribunal, however, reserves the right to terminate the initial contract at any time after giving 15 days notice to the selected Service Provider.
3. The Tribunal presently has a tentative requirement of one Electrician, four Security Guards and four Housekeepers. The number of persons may increase or decrease subject to future requirements of the Tribunal.
4. The estimated cost of the contract is Rs. 13,60,800/- per annum excluding applicable taxes, statutory dues and negotiated service charges.
5. The interested Manpower Service Providers shall submit the tender document complete in all respects along with Bid Security Declaration and other requisite documents by **04.00 P.M. of 20.01.2025** at the Office of the Odisha Real Estate Appellate Tribunal, Bhubaneswar.
6. The various crucial dates relating to “Tender for Providing Manpower Services to the Odisha Real Estate Appellate Tribunal, Bhubaneswar” are cited as mentioned above.
7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit the bids in two separate sealed envelopes super-scribing “Technical Bid for Providing

Manpower Services to Odisha Real Estate Appellate Tribunal, Bhubaneswar” and “Financial Bid for Providing Manpower Services to Odisha Real Estate Appellate Tribunal, Bhubaneswar”. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to Odisha Real Estate Appellate Tribunal, Bhubaneswar”**.

8. The Technical Bid shall be accompanied with Bid Security Declaration failing which the tender shall be rejected summarily.
9. The successful bidder will have to deposit a Performance Security Deposit of **Rs.40,824/-** (3 % of the cost of contract value) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Registrar, Odisha Real Estate Appellate Tribunal, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder with the permission of the competent authority.
10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further:**
 - a) GST Registration certificate of the applicant organization;
 - b) Copy of Aadhar /PAN/GIR card;
 - c) Copy of the IT return filed for the last three financial years;
 - d) Copies of EPF and ESI certificates;
 - e) Certified extracts of the Bank Account containing transactions during last three years.
 - f) Copy of documents of experience in supplying manpower services to the Government Departments/ Offices.
 - g) Self declaration that the agency is having no criminal antecedents/ no previous unsatisfactory service report/ previously not black listed by any organization.
11. The conditional bids shall not be considered and will be out rightly rejected.
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted

in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

13. The Technical bids shall be opened on the scheduled date and time at 02.00P.M on **Dt. 21.01.2025**, in the Office of the Tribunal at Toshali Bhawan, Bhubaneswar in presence of the selection committee and the Bidders or their authorized representatives, if any, who wish to be present on the spot at the time of opening of the Bids.

14. The Financial Bid of only those Bidders will be opened who would be found successful in the Technical bids. The Financial bids shall be opened at 02.00 P.M on **Dt. 28.01.2025**, in the Office of the Tribunal at Toshali Bhawan, Bhubaneswar in presence of the selection committee and the Bidders or their authorized representatives, if any, who wish to be present on the spot at the time of opening of the Bids

15. The Competent Authority of the Odisha Real Estate Appellate Tribunal reserves the right to annul all bids without assigning any reason.

SCOPE OF THE WORK

The firm shall engage punctual, efficient and trust-worthy personnel to render Electrical, Mechanical, Cleaning and Security Services of the above said building on day to day basis which include the followings :

- a) Cleaning of Floors, Toilets, Glasses and Furniture & Fixtures.
- b) Spot clean & remove obvious marks.
- c) Thorough cleaning of both sides of glass panels.
- d) Dusting of windows seals.
- e) Cleaning of landing, Ramps, Stairways, Stair well and Balusters.
- f) Thoroughly sweep with a dust mop in regular intervals, wet mop with natural detergent removing all marks and stains.
- g) Scrub toilet floor, clean thoroughly inside & outside of toilet bowl, Urinals, Cisterns, Fittings and Fixtures.
- h) Cleaning of all surfaces (Glass & Tile Areas) with natural Detergent, Spot Cleaning & remove all obvious stain, check for order quality of toilets.
- i) Clean Tables, Chairs, Sofa, Couches & Other furniture of the area.
- j) Filling of the sanitizer in two automatic sanitizer dispenser installed at the entry of the office.
- k) Day-to-day maintenance of the indoor plants and pots.
- l) The offer includes the cost of cleaning agent & consumables.

A. Daily Cleaning :

- Collection and disposal of office waste once in daily basis.

B. Weekly Cleaning :

- Scrubbing of front lobby once in a week.
- Cobweb removal throughout staircase once in a week.
- Inside cleaning of all common area glasses twice a week.

C. **Electrical & Mechanical Maintenance :**

- Minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc. The cost of the electrical consumables will be reimbursed by the Tribunal on submission of the valid vouchers.
- Switching on lights for illumination.
- Attending to power breakdowns in case of internal faults.
- All facilities/functions to start or stop as per the requirements.
- Unhealthy systems abnormalities in performance or malfunctioning if any will be reported.
- Regular checking of all the electrical panels and distribution boards.
- To attend all service calls and breakdowns within the minimum possible time period.

- To operate the DG set on regular basis as and when required and also to see the proper maintenance of DG set. The cost of the fuel will be borne by the Tribunal directly and cost of the consumables will be reimbursed by the Tribunal on submission of valid vouchers. The electrician shall maintain the log book of operation period of the DG set on day to day basis as and when the DG set is in use.
- To carry out preventive maintenance to ensure minimum breakdowns.
- Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual is strictly followed to ensure efficient and safe working of all equipment and to ensure that no equipment suffers from breakdown, loss of performance wear and tear or any other damage.
- Prepare inventory of spares and ensure that critical spares are always available.
- To ensure that all meters are in working condition and all equipment is working according to the design.

D. Security Services :

- All the entry points to the building premises are to be manned round the clock (24 hours) on regular basis.
- Only authorized persons are to be allowed entry through the entry points.
- Unauthorized vehicles should not be allowed to be parked within the parking space for the office.
- Unauthorized persons, vagrants and vendors/ hawkers should be prohibited from entering the building premises.
- Pilferage and theft of government goods and materials is to be prevented and those indulging in these practices are to be apprehended.
- Mob control and ensuing safety and security of all office staff during all working hours.
- Prevention of smoking and sale of tobacco and tobacco related products within the building premises.
- Prevention of sale and use of intoxicants within the building premises.
- To intimate to the concerned Authority or his representative of any intelligence input regarding any law and order situation/ pilferage or any such matter of importance.
- Maintenance of close liaison with the police authorities and sharing information with them.
- Any loss of property of the office due to negligence of the security personnel engaged in the office premises is the primary responsibility of the service provider agency and the estimated cost of the lost property will be recovered from the bills of the service provider agency.

TECHNICAL REQUIREMENTS FOR THE TENDERING
MANPOWER SERVICE PROVIDER

1. i) The tendering manpower service provider should fulfill the following technical specifications:
 - (a) The registered office of the manpower service provider should be located within the State of Odisha.
 - (b) They should have been registered with the appropriate registering authority.
 - (c) They should have at least three years' experience in providing manpower to Government Department/ Offices, Public Sector Companies/Banks, etc.
 - (d) They should have their own Bank Account.
 - (e) They should be registered with Income Tax and Service Tax department.
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
 - (h) Minimum turn-over requirement. (To be assessed by the Department/Office keeping in view the present contract)
- ii) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ODISHA REAL
ESTATE APPELLATE TRIBUNAL, BHUBANESWAR**

1. He should be above 18 years of age and not exceeding 45 years.
2. The Minimum Educational Qualification for the manpower will be 7th standard for Housekeeper and 10th standard for Security Guard and Electrician.
3. They must not have any criminal antecedents. Each personnel, at the time of his engagement, shall furnish a self declaration of not having any criminal antecedents duly verified and certified by the Agency.

APPLICATION - TECHNICAL BID		
FOR PROVIDING SERVICES OF ONE ELECTRICIAN, FOUR SECURITY GUARDS AND FOUR HOUSEKEEPERS IN THE OFFICE OF THE ODISHA REAL ESTATE APPELLATE TRIBUNAL, BHUBANESWAR		
1.	Name of the Man power Service Provider	
2.	Money Receipt/ Demand Draft towards cost of tender paper	
3.	Details of Earnest Money Deposit:	BD No. Dt. of Rs. of Bank payable at
4.	Name of Proprietor/ Partner/ Director (Name of all Directors/Partners)	
5.	Full Address of Registered Office (with PIN Code)	
	Telephone No:	
	Mobile No:	
	FAX No:	
	E-mail ID:	
6.	Full Address of Branch Office (if any)	
7.	Name, Telephone No/Mobile No/ E- mail ID of Authorized Officer / Person to co-ordinate with the office of the OREAT, Odisha.	
8.	Banker of the Manpower Service Provider. (Attached copy of statement of A/c for the last three years)	
9.	PAN No: (Attach copy of the PAN)	
10.	Statutory Registration No: (under License & Contract Labour Act 1970 obtained from Labour Department, Government of Odisha)	

11.	Service Tax Registration No. (Enclose copy of the certificate)					
12.	EPF Registration No. (Enclose copy of the Certificate)					
13.	ESI Registration No. : (Enclose copy of the Certificate)					
14.	Tender Document Fee details. (Bank Draft details)					
15. Financial turnover of the Manpower Service Provider for the last 3(three) Financial Year:						
Financial Year		Amount in lakh		Remarks if any		
2021-22						
2022-23						
2023-24						
16. Give details of the similar contracts handled by the tendering Manpower Service Provider during the last financial year 2023-24 in the following format (if the space provided is insufficient, a separate sheet may be attached) :						
No.	Name of client, address, telephone & Fax. No.	Manpower services provided		Annual Bill amount (In 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 authorized person with seal
Full Name
Telephone No/Mobile No.
e-mail ID

DECLARATION

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

Date
Place

Signature of authorized person with seal
Full Name
Telephone No/Mobile No.
e-mail ID

APPLICATION - FINANCIAL BID								
FOR PROVIDING SERVICES OF ONE ELECTRICIAN, FOUR SECURITY GUARDS AND FOUR HOUSEKEEPERS IN THE OFFICE OF THE ODISHA REAL ESTATE APPELLATE TRIBUNAL, BHUBANESWAR								
1.	Name of the Manpower Service Provider:							
2.	Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes etc. The bidders shall take in to account the expenses to be incurred and statutory dues (Income tax, TDS @ 2% and GST TDS @ 2% from gross bill etc.) while quoting the service charge							
Sl. No.	Manpower Type	Monthly Rate per Person						
		*Take Home remuneration (Net)	EPF 13%	ESI 3.25%	Other statutory dues if any	Service Charge	GST	Total per Person (Gross)
1.	Electrician							
2.	Security Guards							
3.	Housekeepers							
4.	Cost/Hire Charges of equipment and consumables. Materials to be furnished for Housekeeping are to be specified.							
5.	Grand Total							

* Minimum take home remuneration of Housekeeper/Security Guard/Electrician is Rs. 12,600/- per month per person as per GA & PG Department letter No.7982 dtd 07.03.2024.

* The bidders to quote service charge in pursuant to Finance Department Letter No. 19595/F dated 11.07.2023.

Date
Place

Signature of authorized person with seal
Full Name
Telephone No/Mobile No.
e-mail ID

Notes :

1. The total rates quoted by the Service Provider should be inclusive of all statutory / tax liabilities in force at the time of entering into 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 AND CONDITIONS

GENERAL

1. The Agreement shall commence from 01.02.2025 and shall continue till 31.01.2026 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 31.01.2026 unless extended further by the mutual consent of the Manpower Service Provider and 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 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 organizations by whatever name be called without the prior written consent of the Authority.
5. The office of OREAT, at present, has tentative requirement of one Electrician, four Security Guards and four Housekeepers on urgent basis for day today maintenance work of Housekeeping and watch and ward services with electricity work in the premises of OREAT, Bhubaneswar. The requirement of the OREAT may further increase or decrease marginally, during the period of initial contract also and the service provider would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement anytime during the period of contract after giving 15 days notice to the Manpower Service Provider.
8. The personnel deployed for watch & ward services in the office shall attend the duty round the clock in shift duty (in the morning and in the evening). Their duty period will not exceed eight hours.

The Housekeepers and Electrician personnel deployed in the office shall be required to report for work at 9.30 A.M.

9. The person deployed will be called on holidays to attend duty if required in case of urgency.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the OREAT 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 OREAT shall be that of the Manpower Service Provider and the OREAT will no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the OREAT.
12. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against OREAT.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The authority of the Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the OREAT and an authorized representative of the Manpower Service Provider.
14. The OREAT shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular /confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider at the time of commencement of such deployment.
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 should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. They shall not commit any mischief in any form with the judicial case records, documents, registers and files of the Tribunal. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions to minimum wages payable to different types of worker in respect of the persons deployed by it in the OREAT. The OREAT shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies Cess etc., on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the Rules and Regulations in the matter. Attested Xerox copies of such documents shall be furnished to the OREAT 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 OREAT or any other authority under law.
26. The Tax Deduction at Source (TDS) 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 OREAT.
27. In case the Manpower Service Provider fails to comply with any liability under appropriate law and as a result thereof, the OREAT is put to any loss/obligation, monetary or otherwise, the OREAT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues, The OREAT 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 OREAT by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

29. The Technical Bid should be accompanied with Bid Security Declaration, failing which the tender shall be rejected out-rightly.
30. The successful bidder will have to deposit a Performance Security Deposit of **Rs.40,824/-** (3 % of the cost of contract value) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Registrar, Odisha Real Estate Appellate Tribunal, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder with the permission of the competent authority. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

31. 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.
32. The Manpower Service Provider shall raise the bill, in triplicate, alongwith attendance sheet duly verified by the OREAT in respect of the persons deployed and submit the same to the prescribed authority within the 3rd day of the succeeding month. As far as possible the payment will be released within the 1st week of succeeding month.
33. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc., should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the OREAT.
34. The amount of penalty calculated @ 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 the monthly bills in the succeeding month.
35. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
36. 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 Chairperson of the Tribunal for his decision and his decision shall be binding on all parties.
37. 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.
38. The successful bidder will enter into an agreement with the OREAT for supply of suitable and qualified manpower as per requirement of the OREAT on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid.
 2. Attested Copy of GST Registration of Agency.
 3. Certified copy of the statement of Bank Account of the Agency for the last three years.
 4. Attested copy of Aadhar/ PAN / GIR Card.
 5. Attested copy of the latest IT return filed by agency for last 3 years.
 6. Attested copy of the E.P.F. registration letter / certificate.
 7. Attested copy of the E.S.I registration letter / certificate.
 8. Certified documents in support of the financial turnover of the agency.
 9. Copy of the terms and conditions at pages in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
 10. Authorization Certificate of Agency.
 11. Bid Security Declaration Form.
 12. Self declaration that the Agency is having no criminal antecedents/ no previous unsatisfactory service report/ previously not blacklisted by any organization.
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**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE
DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in Odisha Real Estate Appellate Tribunal containing full details i.e. date of birth, marital status, address and educational certificate etc. criminal antecedents declaration duly verified and certified etc.
2. Bio-data of all persons with passport size photograph.
3. Any other document considered relevant.

**SD/-
REGISTRAR
OREAT, BHUBANESWAR**

Self Declaration for not being Black Listed

To

The Registrar,
OREAT, Bhubaneswar

Sir,

I/We hereby confirm that our Manpower
service providing Agency has not been banned or blacklisted by any
Government organization/ Financial Institution/Court/Public Sector Unit.

Date :

Place :

Seal & Signature

BID SECURITY DECLARATION FORM

(To be submitted on Bidder's Letter head)

Dated

To,

The Registrar,
Odisha Real Estate Appellate Tribunal,
Bhubaneswar

Ref: Your Tender Notice No._____ dated_____

Sir,

This is with reference to your above mentioned Tender for engagement of Electrician, Security Guards and Housekeepers in the Odisha Real Estate Appellate Tribunal. I/We hereby declare that:-

I/We understand that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We have withdrawn / modified / amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid.

I/We understand this Bid Security Declaration shall cease to be valid if I am / We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Date:

Authorized Signatory:

Name:

Designation:

Place:

Contact No.:

Email :

Company seal