



## Odisha Lalit Kala Akademi

Department of Odia Language, Literature & Culture, Odisha, Bhubaneswar

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### Quotation Call notice for providing services for different jobs for the Odisha Lalit Kala Akademi, Sanskruti Bhawan, Bhubaneswar

Letter No....485.../OLKA

Dated..15../.09./2023

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 & contract basis for Data Entry Operator, Gallery Attendant, Gardner (Mali), Watchman cum sweepers and Security Guards for day-to-day smooth Management of Odisha Lalit kala Akademi. The bidders are requested to submit the rate chart of 1. Data Entry Operator, 2. Gallery Attendant, 3. Gardner (Mali),4. Sweeper cum Watchman ,5. Security Guards separately for each case in the same quotation form at as applicable for manpower available Akademi website ([www.odishalalitkalaakademi.org](http://www.odishalalitkalaakademi.org)). The Service providers/ Agencies shall submit the said bid in the prescribed format with on the sealed envelope quoted for the service of “Data Entry Operator/Gallery Attendant /Gardener (Mali)/Sweeper-cum-Watchman/Security Guards” in a sealed envelope. The last date for receiving of quotation is 06.10.2023 up to 5.00 pm and will be opened at 11.30 AM on the next day i.e. on 07.10.2023. Details can be seen and downloaded from website [www.odishalalitkalaakademi.org](http://www.odishalalitkalaakademi.org). The Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.

Secretary  
Odisha Lalit Kala Akademi  
Bhubaneswar

**APPLICATION FORM FOR QUOTATION FOR .....**  
**For Providing Manpower Services to Odisha Lalit Kala Akademi, Bhubaneswar, Department of**  
**Odia Language, Literature & Culture. Odisha**

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)




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

Date:  
Place:

Signature of Authorised Person  
Full Name:  
Seal:

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**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 :




**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.

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## 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 Secretary , Odisha Lalit Kala Akademi, Bhubaneswar.
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 Secretary ,Odisha Lalit Kala Akademi, Bhubaneswar 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 Secretary ,Odisha Lalit Kala Akademi Department of Odia

Language , Literature & 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 Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi

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 Secretary, Odisha Lalit Kala Akademi , Bhubaneswar.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. Odisha Lalit Kala Akademi / 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 Odisha Lalit Kala Akademi, Bhubaneswar, Orissa or Office concerned & an Authorised representative of the Manpower Service Provider.

14. The Secretary , Odisha Lalit Kala Akademi, Bhubaneswar./ 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 Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi Deptt of OLL & Culture or office concerned. The Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi, Odisha is put to any loss / obligation, monetary or otherwise, the Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi, 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 Odisha Lalit Kala Akademi, 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 Secretary , Odisha Lalit Kala Akademi **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.2,50,000/- (Rupees Two Lakh Fifty Thousand only) in shape of Demand Draft from any Nationalise Bank payable at Bhubaneswar in favour of the Secretary , Odisha Lalit Kala Akademi, bhubaneswar.

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 Secretary, Odisha Lalit Kala Akademi, 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 Secretary, Odisha Lalit Kala Akademi 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 office for supply of suitable and qualified manpower as per requirement of the Odisha Lalit Kala Akademi on the above terms and conditions.

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**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 Secretary , Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi 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 Secretary , Odisha Lalit Kala Akademi, Bhubaneswar-14 requires the service of reputed, well established and financial sound **Manpower Service Providers** to provide services of **Data Entry Operators, Gallery Attendant ,Gardener (Mali), Security Guards & Sweepers cum Watchman** for a period of one year on contract basis for the day to day management of Odisha Lalit Kala Akademi and its offices.
  
2. The contract for providing the aforesaid manpower is likely to be commence from **01.10.2023** and would continue till **30.09.2024**. The period of contract may be further extended beyond the above period provided the requirement of Odisha Lalit Kala Akademi ,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 Odisha Lalit Kala Akademi 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 Secretary , Odisha Lalit Kala Akademi payable at Bhubaneswar** with the documents and submit the Quotation on or before **dt.06.10.2023 by 5.00 PM** in the **office of the Odisha Lalit Kala Akademi , Sanskruti Bhawan, State Museum Complex, Bhubaneswar-751014** & the same shall be opened at **11.30 AM** on **dt. 07.10.2023** by Secretary , Odisha Lalit Kala Akademi 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 Odisha Lalit Kala Akademi , Bhubaneswar.
  
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 Secretary of Odisha Lalit Kala Akademi**, otherwise the quotations shall be rejected automatically.

8. The successful Quotationer will have to deposit "Performance Security Deposit of **Rs.2,50,000/-** (Rupees Two lakh Fifty Thousand ) only in shape of Demand Draft in any nationalised Bank payable at Bhubaneswar in favour of Secretary , Odisha Lalit Kala Akademi 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 2020-21,2021-22,2022-23 .
  - (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 2020-21,2021-22,2022-23 .
  - (h) Copy of the Audit Report for last 3 years i.e. from 2020-21,2021-22,2019-20.
  - (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 Secretary , Odisha Lalit Kala Akademi, Bhubaneswar. 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.

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

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**DOCUMENTS FOR QUOTATION**

For providing services of **Data Entry Operator, Gallery Attendant ,Gardener (Mali), Security Guards and Sweepers Cum watchman** 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	<b>HIGH SKILLED</b>	<b>Data Entry Operator</b>	Graduate in any stream with DCA/PGDCA with good knowledge of Typing of official letters & other documents. & Accounts	Odisha Lalit Kala Akademi office , Bhubaneswar	To be provided as per requisition of Management.
2	<b>SKILLED</b>	<b>GALLERY ATTENDANT</b>	Bachelor In Fine Arts	BBSR and other District.	
3	<b>SEMI-SKILLED</b>	<b>Gardener (Mali)</b>	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	At Art Gallery.	-do-
4	<b>UN-SKILLED</b>	<b>Sweeper cum watchman's</b>	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	Office and Other Gallery's	-do-
5	<b>SEMI-</b>	<b>Security</b>	Passed M.E Standard from any Educational	-do-	-do-



	<b>SKILLED</b>	<b>Guard</b>	Institution with 2 years experience. Must be able to read and write Odia & English. Must be resident of Odisha & sound in health		
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