OFFICE OF THE DISTRICT JUDGE, PURI

AT/P.O./DIST.– PURI, ODISHA - 752001

Tender for Deployment of Manpower through Outsourcing Agency for Transit House, Civil Court, Konark.

SELECTION OF AGENCY FOR PROVIDING MANPOWER FOR THE YEAR 2026 – 2027

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OFFICE OF THE DISTRICT JUDGE, PURI
AT/P.O./ DIST- PURI, ODISHA – 752001
e-mail ID : dj.puri-od@gov.in

INVITATION FOR BIDS

RFP Identification No. 01 (RFP) of 2026 Dated 19.05.2026

REQUEST FOR PROPOSAL (RFP)

The District Judge, Puri, invites sealed proposal from reputed, well established and financially sound Bidder(s) under Single Stage Two Cover/ Envelope System (Technical Bid & Financial Bid) for **'Deployment of Manpower through Outsourcing Agency for Transit House, Civil Court, Konark.'**

Tentative yearly Estimated Cost of the Project : Rs. 16,47,864/- (Rupees Sixteen lakhs forty seven thousand eight hundred sixty four only)

A. Indicative Scope :

The Scope of services required through this RFP, shall be inter alia as briefed below:

1. Cook – 01 No.
2. Helper to Cook – 01 No.
3. Service Boys – 02 Nos.
4. Cleaning Staff – 02 Nos.
5. Gardencer/ Mali – 01 No.
6. Security Guard – 01 No.

B. Contract Period : 02 years

C. Bid Processing Fee (INR): 6,000/- (Six Thousand only), Non-Refundable

D. Earnest Money Deposit (INR) : 01% of the Estimated Cost for two years i.e. Rs. 32,95,728.00

[The Bidder(s) shall have to submit the Earnest Money Deposit in shape of financial instruments like Small Savings Certificate/ Term Deposit duly pledged in favour of the *Registrar, Civil Courts, Puri* from any Nationalized/ Scheduled Bank and payable at Puri along with the Technical Bid].

E. Submission of Bids :

Bidders are required to submit the Technical and Fiancial bids separately. The bids in sealed Cover-I containing **"Technical Bid"** and sealed Cover-II containing **"Financial Bid"** should be placed in a third sealed cover superscribing **"Tender for Deployment of Manpower through Outsourcing Agency for Transit House, Civil Court, Konark."** must reach the undersigned through **Registered Post/ Speed Post/ Courier/ Drop Box** kept in the Office of the District Judge, Puri on or before **19.06.2026 (05.00 PM)** as specified in the critical date sheet.

F. Critical Date Sheet :

Sl. No.	Bidding Schedule	Deadline
1	Date of Issue of Tender Document	**19.05.2026**
2	Bid Due Date and Time	**19.06.2026 [05.00 PM]**
3	Opening of Technical Bids	**20.06.2026 [04.00 PM]**
4	Opening of Financial Bids of Eligible Bidders	**26.06.2026 [04.00 PM]**

G. Complete Address for Submission of Bid :

The District Judge, Puri
District Court Complex, Puri
At/Po/Dist- Puri, Odisha – 752001

H. The authority reserves the right to accept/ reject any or all RFPs without assigning any reason thereof. The RFP document can be downloaded from the District Court Website of Puri **https://puri.dcourts.gov.in/** and **https://puri.odisha.gov.in/**.

sd/-
District Judge, Puri

By e-Mail

Memo No. _____ / Dt. 19.05.26

Copy forwarded to the System Officer, Puri to upload in the District Court, Puri website for wide circulaiton.

Encl.: RFP Document of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to the District E-Governance Manager, Collectorate, Puri with a request to to upload in the Puri District web portal for wide circulaiton.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to the Registrar, Civil Courts of the State with a request to publish in their respective notice board for wide circulaiton.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to District Magistrates & Collectors of the State with a request to publish in their respective notice board for wide circulaiton.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to S.P., Puri for information and to provide security during the period of opening of the tender at the District Court Complex, Puri.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to Judge-in-Charge, Process Establishment Section, Puri Judgeship to publish in their respective Notice Boards for wide circulation.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to the Chief Engineer (Buildings), Odisha at Nirman Soudh, Unit-V, Bhubaneswar for information.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to the Superintending Engineer, Puri (R&B) Division, Puri to publish in their respective Notice Boards for wide circulation.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Memo No. _____ / Dt. 19.05.26

Copy forwarded to the Chief Accounts Officer, Hon'ble High Court of Orissa, Cuttack for information.

Encl.: Copy of Invitation for Bids

sd/-
Registrar, Civil Courts, Puri

Section – 1 : Instruction to Bidders

1.1 General Information :

1.1.1. The District Court, Puri requires the services of reputed, well established and financially sound Service Providing Agency (SPA) which can competent for Providing Manpower on outsourcing basis for deployment at Transit House, Civil Court, Konark.

1.1.2. The period of contract for providing the aforesaid services is for two years. The period of the contract may be further extended subject to satisfactory performance and mutual agreement. The period of contract may be curtailed/ terminated before completion of contract period owing to deficiency in service or sub-standard quality of manpower deployed by the selected Service Provider or because of change in the Court's requirements. The District Court, Puri, however, reserves the right to terminate the initial contract at any time after giving 30 days notice to the selected Service Provider.

1.1.3. The interested bidder may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed on or before date 19.06.2026 prior to the preparation and submission of the bid.

1.1.4. The contract for providing service shall be terminated if the selected bidder fails to deploy adequately trained experienced and well disciplined manpower.

1.1.5. The District Court, Puri presently has a tentative requirement of services to be availed through deployment of 8 Nos man power. The number of persons may increase or decrease subject to future requirements of the Court.

1.1.6. Any deviation from the prescribed procedures / required information / formats / conditions shall result in outright rejection of the bid. Any conditional bid shall be outrightly rejected.

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

1.1.8. The Technical bids shall be opened on the scheduled date and time at 04.00 P.M. on date 20.06.2026 in the District Court Puri in presence of the Selection Committee and the representatives of the Service Providing Agency, if any, who wish to be present on the spot at the time of opening of the Bids.

1.1.9. The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

1.1.10. The bid shall be valid for a period of 90 days from the date of opening of the bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

1.1.11. To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

1.1.12. The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms & conditions of the bid documents. In case the lowest bidder is disqualified after selection for any reason, then negotiation will be made with the second lowest (L-2) bidder for award of contract at L-1 price. If the negotiation with L-2 bidder fails, the Authority shall cancel the bidding process and re- invite the bids for the assignment. If more than one bidder is ranked L-1 or multiple L-1 bidders have quoted the same price, the selection amongst the L-1 bidders will be made through transparent lottery system.

1.1.13. The quoted rates shall not be less than the Minimum Wages fixed /notified by the Govt. of Odisha and shall also include all statutory obligations.

1.1.14. The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the service of the manpower.

1.1.15. The Financial Bid of only those bidders will be opened who would be found successful in the Technical Bid. The Financial bids shall be opened at 04.00 P.M. on date 26.06.2026, in the District Court Puri in presence of the Selection Committee and the representatives of the SPA, if any, who wish to be present on the spot at the time of opening of the Bids.

1.1.16. The Competent Authority the District Court Puri, reserves the right to annul all bids without assigning any reason.

1.2 Eligibility Criteria :

Sl No.	Eligibility Criteria	Supporting documents to be Furnished along with Technical bid.
1.	The bidder should be registered under appropriate authority such as • Registered under the companies Act 2013 • Registered under the Indian partnership Act 1932 • Registered under the Indian Trusts Act 1882 • Registered under the societies registration Act 1860	Certificate of Incorporation/ Registration

	• Registered under the Limited Liability partnership Act 2008 • Labour License/Registration under The Contract Labour (Regulation & Control) Act, 1970 • Registered under GST Act • Registered under ESI & EPF Board • Valid Licence under PSARA (Private Security Agencies Regulation Act. 2005)	
2.	The bidder must have at least **five years** in business (up to the last date of submission of bid) for providing similar type of services to Court Complexes/ Judicial Academy/ Law Universities/ Colleges/ Central/ State Government/ Autonomous Bodies/ Agencies/ Societies/Corporate Sectors) N.B.- The previous satisfactory successful working experience of the intending bidder agencies in the Courts/ Law Universities/ Colleges/ Judicial Academy shall be taken into consideration for evaluation of Technical Bid.	Copies of the Work Order from the previous authorities and letters of appreciation in support of past experience.
3.	The registered office / branch office of the service provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office. Please attach a copy of the electricity bill/land telephone etc.
4.	Must have an average annual financial turnover of Rs. **01 Crore (Rupees one crore)** from housekeeping service business during the last **three** financial years as on 31.03.2025. (2022-23) (2023-24) (2024-25).	Copies of audited income/Expenditure statement& balance sheet for the concerned Period duly authorized by the C.A.
5.	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the first page of passbook & transaction statement for the last six months.
6.	The agency should not have been black listed by any Central/State Govt. or any other public sector undertaking or corporation as on date of this tender.	An undertaking to this effect to be furnished by the bidder as per the prescribed format/ proforma.
7.	Must not have any pending judicial proceeding for any criminal offence against the proprietor. Director or the persons to be deployed by the service Provider.	An undertaking to this effect to be furnished by the bidder as per the prescribed format / proforma.
8.	Other statutory documents.	Copies of 1. PAN Card 2. GSTIN 3. Copies of EPF & ESI Registration Certificate 4. IT returns for the last 3 Assessment years.

1.3 Submission of Bid :

The proposal complete in all respects as specified must be accompanied with a non-refundable amount of **Rs. 6,000/- (Six Thousand)** only towards Bid Processing Fee & **1% (one percent) of two years Estimated Cost for Earnest Money Deposit (EMD)** in favour of The Registrar, Civil Court, Puri, in shape of Demand Draft drawn in any **Nationalized Bank** failing which the bid will be out rightly rejected. The bid should be sent through **Registered Post/ Speed Post/ Courier/ Drop Box** kept in the Office of the District Judge, Puri by **19.06.2026 upto 05.00 P.M**..

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after the due date will be summarily rejected. The EMD of unsuccessful bidders will be refunded without interest after the award of Contract.

In case of claim of any exemption, valid Certificate showing the availability of exemption recorded on it must be enclosed.

The bid has been invited under two bid systems i.e. Technical Bid & Financial Bid. The bidders will submit two separate envelopes superscribing for **Technical Bid** and another for **Financial Bid**. Both sealed envelopes must be kept in a third sealed envelope superscribing **"Tender for Deployment of Manpower through outsourcing Agency for Transit House, Civil Court, Konark "**.

Selected bidder will have to deposit a performance security i.e. 10% of the contract value within seven working days of the award of contract in the form of Bank Guarantee & from any Scheduled Bank situated in Odisha in favour of The Registrar, Civil Court, Puri for a period of Two months beyond the contract period (i.e The performance bank guarantee must be valid from the date of effectiveness of the contract to a period of two months beyond the period of contract).

Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the performance bank guarantee. The performance bank guarantee shall be released immediately after two months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the performance bank guarantee. In case the contract is further extended beyond the initial contract period, the bank guarantee will have to be renewed accordingly by the selected service provider as per the existing terms & conditions of the tender.

1.4 List of Documents for Submission :

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

1. Covering letter along with power of attorney on the bidder's letter head.
2. Demand draft in support of Bid processing fee as applicable.
3. Demand draft in support of EMD as applicable.
4. Copy of certificate of incorporation of the Agency / agency.
5. Copy of PAN/ Aadhar/ GIR
6. Copy of Registration under GST Act

7. Copies of IT return for the last three assessment years.
8. Copies of EPF & ESI registration number
9. Copy of valid labour license.
10. Copy of valid Licence under PSARA (Private Security Agencies Regulation Act. 2005)
11. Copy of Bank Account Statement of the Agency for the last Six Months
12. Copies of the Income / Expenditure statements along with the balance sheet for the last 3 years.
13. Copies of the work orders from the previous organizations for providing services during the last five years.
14. Undertaking regarding non-black listing (on stamp paper)
15. Undertaking regarding non-pending of any judicial proceedings (on bidders letter head)
16. Copy of Valid address proof of the office like copy of the electricity bill/ land telephone etc.
17. Copy of Valid Certificate for exemption/ relaxation in EMD & Performance Security (If any).

Section – 2 : Scope of Work

2.1 Details of Transit House, Civil Court, Konark :

General Description :	
Total Super built-up Area	370.00 Sqm
Total Carpet Area	
Common Area	
UPVC Windows	
Over Head Tank for drinking water	2 Nos.
Washrooms :	12 Nos. having Non glazed ceramic tiles floor & Wall with P.H. fittings& fixtures.
Type of Flooring : • Vitrified • Dado Vitrified • Wall cladding of Judges and Common Corridor Granite & wooden cladding • Conference Halls Having vitrified flooring & Aluminum Windows. • Portico Flooring Anti skid tiles • Pavement cement concrete & blocks	
Front Lawn & Plantation :	636.24 Sqm.

Note: (i) Area variation (±)10%.
(ii) Interested Agencys may visit the site before submitting the Offer.

2.2 The Detail Requirement of Work :

The detailed scope of services that the Agency would be contractually obliged to deliver has been detailed as per the following :

Area	Desired Output
A. SOFTSERVICE **A(i). Facade Cleaning** (Inside &Outside)	• Spot cleaning and removing obvious marks. • Thoroughly cleaning both sides of internal glass in doors and partitions including frames and sills. • Spot cleaning of glass throughout the buildings. • Removal of grease marks or finger prints glass counters and partitions windows & structural glazing. • Thoroughly cleaning of external surfaces of structural glazing quarterly basis. • Dusting windowsills and blinds as and when required. • External Glass Facade/ Metal & Granite Cleaning– Minimum Once in a month cleaning of the external glass façade, Metal & Granite cladding of the building as mentioned above will be carried out throughout the month with a dedicated set of workers and equipment. A minimum of one complete cleaning of the building per month shall be carried out. It shall be ensured that the external façade is in an immaculate condition at all times as can be expected in the best corporate houses. • Standard and best quality cleaning material will be used for cleaning.

	• Standard and certified access equipment with appropriate safety devices shall be used for External Glass Façade / Metal & Granite cleaning. • Safety measures for cleaning insurance will be taken by the Agency, Helmets and Safety belts will be provided to execute the work. Only trained cleaning personnel are to be employed .and work to be carried out under expert supervision. • Work shall be executed in such a manner as to cause no inconvenience to Client sand their regular operation. • The Agency will arrange to cover all workmen with accident insurance and all other rules as per the Workmen Compensation Act and other applicable Acts shall be strictly adhered to. • Care will be taken to ensure that absolutely no damage is done to glass or aluminum composite panel during cleaning operations, if any damage is done to glass, costs for replacement of the same including inconvenience costs shall be borne by the Agency or deducted from bills payable.
A(ii). Garbage (Collection &Disposal)	• Empty all garbage containers, wipe clean and replace liners. • Collect the waste papers, empty the garbage drums, waste paper baskets and arrange to carry away from the premises to the common garbage dump.
A(iii). Housekeeping (a)Entrance & Corridors, external features, fire exits and stairwells, Basement, D.G. Room, Pump House, security Room, Parking Area, Cable trenches & Catchments drains, Pest Control etc.	• Thoroughly cleaning of glass or other doors, surrounding areas, window ledges, partitions, visible glass and approaches. • Thoroughly cleaning of all landings, ramps, stairwells, fire exits, steps, entrances, porches, porticos, balconies, external light fittings etc. • Wiping of all ledges and surfaces with a natural detergent and cloth, spot clean and remove all obvious stains. All should be free from dust and stains. • Spot cleaning of glass. • Cleaning of pavements entire premises maintain a dust free environment. • Sweeping clean of debris from walkways and drive ways & terrace & house clean them during appropriate climate condition. • This service is effective against cockroaches, silverfish, crickets, phocids, Rats etc. The treatment comprises of thorough monthly insecticide sprays of entire premises. The chemical in use will have knock down effect to kill pest instantly and residual action to take care of the premises during the intervening period. While spraying, our operator shall pay special attention in all nooks and corners and other vulnerable places harboring insect pests. • All the staircases from the Ground floor to the terrace. • The terraces at all levels. • Entrance lobby in each wing. • Parking at ground floor level. • Compound area of the building. • Service Ducts & Common toilets. • Elevators &Machine rooms. • Watchmen rooms, Meter rooms, Telephone rooms, Pump rooms and any rooms which may not have been mentioned here specifically but nevertheless is accessible in the building and is under the control of the Owner. In the above description the term common area would necessarily mean any area in the building that has not been leased out but excludes carpet area on all

	floors. • The house-keeping service to be provided in the building will include maintenance by keeping the entire areas mentioned above in totally clean, dust free and hygienic conditions. Particular care shall be taken to ensure that all the floor, walls, ceilings, windows, doors, and other areas are maintained in hygienic & immaculately clean condition. • Cleaning Service areas (as required vacuum cleaning) of all floors, walls & ceilings minimum twice a day. • Scrubbing & wet mopping of hard finished floors & walls to remove dust, stains and any kind of dirt and to maintain these in highly polished condition as original. • Cleaning & scrubbing of all joints in flooring & walls (where applicable) to ensure that no dirt & dust deposit in the same. • Too sweep all floors, terraces, walls& ceilings to remove all dust, garbage. • To dispose of the garbage collected to municipal garbage collection place within the complex (Once a day). • To clean lifts internal areas and common toilets daily. • To clean lifts and common toilet areas. • Sweeping all the floor areas, including damp mopping of areas such as tiles, staircases elevator floors, sidewalls & entrance areas. Floors shall be free of dirt, mud, footprints, liquid spills & other debris. During inclement weather conditions the frequency may be higher than once per day. When completed the floors shall have a uniform appearance with no streaks, smears, swirl marks, detergents, residues or any evidence of remaining dirt of standing water. After sweeping all the tiles floors, area must be scrubbed clean. • Through cleaning of toilets at scheduled intervals with suitable non- abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges. • Clearing of glasses at entrance doors and windows of common areas with window squeeze and applicators. • Removal of any grease marks or finger prints from the walls, doors, doorframes, windows and window frames and security booths, glass counters and partitions. The cleaning shall be done using approved all-purpose cleaner and lint free cloth or paper towels. • Removal of Trash or Garbage to the designated areas in the complex. This shall further be moved to main dump pits in the complex, keep dump area reasonably in a clean condition. • Sweeping of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions. • All dustbins from the office areas must be scrub cleaned. • Dusting windowsills from common areas of the floor exits. • Mechanicals weeping equipment shall be used for sweeping of compounds daily. • Wet Floor scrubbing machine for granite / marble floors in the internal lobbies should be used weekly. • Jet pressure machine for cleaning of the compounds/car parks shall be used weekly. • Mechanical sweeping equipment shall be used for sweeping of compounds daily.

A(iii). (b)Toilets and bathroom fixtures	• Thoroughly cleaning of all basins, toilets, fittings and all vertical, horizontal surfaces with an approved detergent. • Cleaning thoroughly the inside of the toilet bowl. Clean the toilet seat, cistern and under the toilet bowl. • Periodical cleaning of drinking water sump & overhead tanks. • Mop floor with neutral detergent. • Clean and wash all mirrors. • Scrub toilet floor (Machine scrub or manually). • Washing of all tiled surfaces. • Wiping of surfaces with cloth having appropriate cleaning characteristics. • Thoroughly clean exhaust fans and vents. • Spot clean and hot rinse showers. • Thoroughly clean showers and bathroom fixture including commodes. • Replace naphthalene balls/ urinal cubes. • Remove all wetness on floor and slabs. • Check for our quality. • Preparation of inventory of fitting & fixtures. Ensuring availability of minor critical spares such as washer, connection pipe, waste pipe etc. for timely repair within cost of Rs.500/-. • Replacement of major fixtures & fittings such as WHB, Ceistern, CP, bib cock / stop cock should be made as per requirement on receipt from J.E. P.H. through proper acknowledgment. • Use air-fresheners and deodorizers. • Paper bins would be cleaned and sanitized. • All washroom dustbins would be thoroughly cleaned and sanitized. • Thorough washing of all walls and doors of all toilets with appropriate • Detergent and disinfect.
A(iii). (c) Fixtures, fittings & furniture (all areas)	• Wiping with user friendly neutral detergent cloth and spot cleaning.
A(iii). (d)Low level surfaces	• Wiping all surfaces with user friendly neutral detergent cloth, spot clean and Remove any obvious stains.
A(iii). (e)High level surfaces	• Wiping all surfaces with user friendly neutral detergent cloth, spot clean and remove any obvious stains. • Remove cob webs as they appear.
A(iii). (f)Ceiling	• Remove cob webs as they appear.
A(iii). (g)Walls, skirting.	• Washing with a user friendly neutral detergent.
A(iii). (h) Hard Floors	• Thoroughly sweep with a dust mop. • Wet mop with a neutral detergent, removing all marks, stains. • Buff with a polisher. • Vacuum sliding door tracks. Thoroughly vacuum with a filtered machine, details corners, edges and sliding door tracks. • Spot vacuum, remove stains, spillages etc. • Any chair, trash receptacles, and easily moveable items, shall be moved to vacuum underneath, and then replaced in the original position.

B. Garden & Lawn Maintenance	Maintenance and Upkeep of lawns, plants, trees, creepers, indoor pots & plants by doing the following: • Watering, pumping& mowing. • Trimming considering shape. • Trimming of unwanted branches. • Replacement of plants, if required. • Gap filling • Loosening of soil. • Staking if required. • Painting of pots. • Regular use of insecticides and Pesticides to control infection to plants.
C(i). Cook	• Must be expertise in Indian / Chinese & continental food.
C(ii). Helper to Cook	• Must be expertise in Indian / Chinese & continental food.
C(iii). Service Boy	• Must have experience in serving food.
D. Security Guard	• Physically fit to discharge the duty of a security guard.

2.3 Required Manpower :

Sl. No.	Description	Nos.
1	Cook	1
2	Helper to Cook	1
3	Service Boys	2
4	Cleaning Staff	2
5	Gardener/ Mali	1
6	Security Guard	1
	Total	**8 Nos.**

Section – 3 : General Terms & Conditions

3.1 Nature of Services :

The Service Provider shall engage punctual, efficient and trustworthy personnel to render required services at **Transit House, Civil Court, Konark.** on day-to-day basis as described in Section-2 (Scope of Work).

3.2 Agreement Period :

The Service Provider shall carry out the Section-2 of RFP (Scope of Work) for a period of 2 (Two) years ("Contract Period"), at the first instance at the sole discretion of judicial authority in charge, subject to annual assessment of the performance. This may be extended from year to year by the District judge only on successful and satisfactory service report of the agency from the concerned judicial Officer-in-charge on same terms as above.

The Contract Period shall commence from the date of signing of the Agreement (the "Commencement Date").

The Registrar Civil Courts, Puri shall review the operational performance of the Service Provider upon receipt of report from Judge-in-Charge Building, Konark after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, The Registrar Civil Courts, Puri shall issue a letter to the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by The Registrar Civil Courts, Puri, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.

3.3 Payment :

The payment shall be on monthly basis made on submission of the bills (In triplicate) after the satisfactory completion of the work assigned, at approved rates after deducting penalties & Statutory Dues if any. No advance payment will be made. Income Tax will be deducted at source under Section 94-C of Income Tax Act against the gross payments made to the service provider on the basis of income comprised therein. Any other deduction at source shall be made as and when directed as per the Government instructions. The Agency shall submit statement along with other relevant documents required for payments, in full or part subject to completion of the required assignment, item wise, to the satisfaction of the District Judge, Puri.

3.4 Place of work & Deployment of Personnel :

3.4.1 The place of work would be newly constructed Transit House building at Konark. The Agency shall deploy personnel for carrying out the services.

3.4.2 The personnel employed by the Agency shall be morally good, and physically healthy to carry out the assignments to the utmost satisfaction and shall not be suffering from any chronic and contagious diseases.

3.4.3 The Agency shall ensure the personnel engaged for different services would be polite to

each tenants/ occupant and on event of any ontowards situation, the matter would be brought to the knowledge of Judge-in-Charge Building, Konark.

3.4.4 The Agency shall provide the qualified uniformed staff to perform the services. The person deployed by the Agency entering the premises of Transit house at Konark shall have proper uniform & badges for Identification. The Agency shall also provide identity card to the manpower for proper identification of those deployed men as per the instruction by the Hon'ble Court in their Letter No. 2165/ Dt. 09.02.2026 in which the Outsourcing Agency are instructed to issue identity card to all its employees.

3.4.5 The Agency shall conduct periodic medical check-up of its employees at its cost. In the event that any of the staff is found to be suffering from any communicable diseases, The Agency shall replace such staff immediately.

3.4.6 The Agency shall regularly monitor the performance of the deployed manpower to ensure satisfactory rendering services as per the Scope of Work (Section-2). The Agency shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.

3.4.7 The Agency shall impart necessary instruction to its deployed manpower to report their daily attendance to the Care Taker/ Supervisor of the Transit House at Konark nominated by the District Judge, Puri. The monthly performance report of the deployed manpower should be submitted on the Last day of each calendar month to the Judge-in-Charge, Building, Konark through the Care Taker/ Supervisor of the Transit House at Konark. The Judge-in-Charge, Building, Konark shall forward the Performance Report to the Registrar, Civil Courts, Puri with his remark/ comment for further action.

3.4.8 The Agency shall ensure that its employees while carrying out their obligations under this agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline.

3.4.9 "Right man to for right job" shall be followed to avoid accidents at work. It shall be the duty of the Agency to get the critical job done by employees competent enough to perform the particular task.

3.5 Authorized Representatives :

Any notice or intimation by either to the other pursuant to this agreement shall be signed by authorized representatives of the party giving such notice/ termination.

3.6 Risk & Responsibility :

All risk or loss or damage to physical property & of personal injury & death which arises during & in consequence of the performance of the contract other than the expected risk are the responsibility of the Agency. The Agency shall comply all the provision of prevailing labour laws during execution of work.

3.7 Statutory Compliance :

3.7.1 The Agency shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund (PF) Workman Compensation Act, Minimum Wages Act, Contract Labor (Regulation & obligation) Act and all other applicable to labor enactment, the Agency shall produce them as and when required.

3.7.2 The Agency shall alone be responsible for complying with statutory and prescribed rules and regulation to obtain license, permissions, certificates, registrations for maintenance services. The Agency shall furnish with copies of all such license, certificates etc. as and when demanded.

3.7.3 The Agency shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this Agreement. The Agency producing PF & ESI challan deposits of the payment receipt for the preceding month.

3.7.4 In case of increase in minimum wages of labour by State Government, the basic differential cost of minimum wages for all categories skilled, unskilled, Semi-Skill and High Skill labour with considering other implication like DA, EPF, ESI, Bonus, Gratuity and Leave etc. of employer part will be reimburse to service provider by the authority on submission of documentary evidence of Govt. of Odisha Notifications and effective date etc.

3.7.5 In the event of the Agency fails to comply with any of the provisions of the statutes applicable to them and happens to incur any expenditure including but not limited to deferred any litigation or in compounding the default or in the part of the Agency in complying with the said provisions, the Agency shall indemnify to the extent of such expenditure and all other damages, losses as may estimate by Engineer-in-Charge to the Agency or may take appropriate action to recover the same from the Agency such as expenditure / expenses / claims as assessed by Engineer-in-Charge will be realized from the bills payment to the Agency.

3.7.6 The Agency shall provide First Aid facilities at the work place according to the contract labour (Regulation & Abolition) act 1970 and ESI Act 1948.

3.8 Confidentiality / Secrecy :

3.8.1 The Agency, its employees and any one acting under it for the purpose of this agreement shall maintain strict confidentiality of the information's belonging to Transit House, Konark that may have come into its/ their possession or knowledge because of the services rendered by them under this Agreement. Such information shall not be diverted or disclosed to any third party under any circumstances whatsoever without obtaining prior written permission from appropriate authority.

3.8.2 The Agency shall not hold it out as associated with Transit House, Konark in any manner other than for the purpose of rendering the services under this agreement.

3.9 Liability and Indemnity :

The Agency shall be responsible & liable for any or all indemnity and safe and harmless at all times against.

3.9.1 Any and all claims, liabilities, damages, losses, costs, charges, Expenses, proceeding & actions of any nature whatsoever made or institute against or caused to suffered directly or indirectly by reasons of:

3.9.2 Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation hereunder service act or omission by the Agency and / or its facility staff.

3.9.3 Any theft, robbery, fraud or other wrongful action or omission by the Agency and / or any of its facility staff.

3.10 Sub Contracting :

The Agency shall itself perform its obligation under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent authority.

3.11 Loss/Theft/Damage

The Agency shall be responsible for any and all losses, theft, damages, caused to any equipment installation, in premises, fitting and fixtures, good therein and any other properties belonging to Transit House, Konark because of any act of negligence, commission or omission of its employees while discharging their duties.

3.12 Breach of Agreement:

3.12.1 In case of breach of agreement by the Agency, authority shall have a right of lien over all the properties of the Agency lying in its premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money & authority shall be at liberty to terminate this Agreement.

3.12.2 Penalty :

3.12.2.1 In case of any mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Agency.

3.12.2.2 A quality check procedure will be developed by the client, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Agency.

3.12.2.3 Where there is non-performance/ unsatisfactory/ sub-standard performance of its obligation in the part of the Agency/ Service Provider, the Client shall give a written notice of the default and or omission or commission and the Agency/ Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

3.12.2.4 If the response/ explanation is not found satisfactory or inadequate or partly satisfactory, the client shall have the right to deduct the following amount from the monthly bill of the Agency for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

3.12.3 Termination of Agreement: - Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the client shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly, the Agency shall have right to terminate the contract in case the Client fails to pay the admissible dues stipulated hereof on more than 3 occasions in a calendar year

3.13 Liquidated Damage:

3.13.1 That in case of mishap due to wrong operation or manual error, which results disruption of services, the total cost of down time along with equipment repair cost shall be borne by the Agency to maximum of 50% of the monthly bill against the services not provided by them.

3.13.2 A quality check procedure shall be developed by authority against each service and feedback from the Occupants/ beneficiary shall be obtained for assessment of performance of the services rendered by the Agency at Transit House, Konark, Puri.

3.13.3 Where there is non-performance of satisfactory performance of its obligation in the part of the Agency, authority shall give a written notice of the default and the Agency shall make rectify within 3 (three) days from the date of such notice.

3.13.4 For quality check and for Operation and Maintenance, the formats, check list are to be maintained as prescribed by authority. In addition to it further formats shall be included against each service for improvement of Scope of work at any time.

3.13.5 It is agreed that authority shall have the right to deduct from the monthly bill of the Agency on non-performance of services an amount of 100% of individual services for each instant of non-performance without implementing corrective action even after intimation from authority subject to limiting to 50% of total monthly bill. Where in spite of these efforts there is continuance of non-performance or improper performance of obligation, authority shall have the right to terminate the contract henceforth without any notice to the Agency & Forfeiture of EMD.

3.13.6 Without prejudice to the above, authority shall at its sole and absolute discretion, been titled to terminate this agreement by written notice and without any payment or compensation whatsoever if.

3.14 Performance Security Deposit:

The selected Agency will be required to deposit ISD in shape of financial instruments like Small Saving Certificate / Term Deposits duly pledged in favour of the **District Judge, Puri** for an amount **05% of yearly quoted price excluding Good and service tax** for "Deployment of Manpower through at Transit House, Civil Court, Konark." within 15 (Fifteen)days of issue of LOA. After deposit of ISD the EMD will be refunded. The ISD will be refunded after completion of the contract period.

3.15 Force Majeure:

Neither party shall be responsible for any damage caused by natural calamities like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc. The later five events, whether occurred or not, shall be decided by the Client and such decision can not be questioned in any court of law.

3.16 Post Termination Responsibility of the Agency :

Upon termination of this agreement, the Agency shall immediately deliver all the documents and any/all data, plant, machineries & equipment held by it and which are in possession/ custody/ control of its facility staff to the client. The Agency shall also forthwith remove all its facility staff together with its machines/ equipment whatsoever from the premises of the client under intimation of the designated Client.

3.17 Agreement Authority :

The Registrar, Civil Courts, Puri shall execute the contract /agreement with the selected successful outsourcing Agency for the services on behalf of the District Judge for a period of two years at the first instance, which may be extended from year to year by the District Judge only on successful and satisfactory service report of such Agency. While inviting Bid for the services, specific conditions shall be mentioned therein that the previous Satisfactory/ successful working experience of the intending bidder agencies in the Courts, Law Universities/ Colleges/ Judicial Academy and similar other Government offices/ establishments may be taken into consideration for evaluation of technical bid.

3.18 Exclusion of Consequential Loss :

The Agency will not be liable for any consequential loss that may arise out of the performance of this Agreement.

3.19 Jurisdiction:

That the court situated at Puri shall have jurisdiction to decide any disputes or litigations between the parties hereto.

Section – 4 : Technical Proposal

COVERING LETTER

(BIDDER LETTER HEAD) [Location, Date]

To

The Registrar,
Civil Court, Puri

Sub: Tender for Deployment of Manpower through outsourcing Agency for Transit House, Civil Court, Konark.

Dear Sir,

I, The Undersigned, offer to participate in the tender process to provide Manpower Service in accordance with your Tender Notice No:————————, Dated————-----–. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

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

Yours faithfully,

Designation :

Address of the Bidder :

Authorized Signatory
With Date & Seal

APPLICATION – TECHNICAL BID

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

17 Financial turnover of the Housekeeping Service Provider for the last 3 (three) Financial Year:

Financial Year	Amount in Crore	Remarks if any
2022-23		
2023-24		
2024-25		

18 Give details of the similar contracts handled by the tendering Housekeeping Service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached):

Sl No	Name of client, address, telephone & Fax. No.		Housekeeping services provided	Contract amount (In INR)	Duration of Contract	
		Type of Housekeeping Service provided			From	To

19 Additional information, if any (Attach separate sheet, if required)

Date:

Place

Signature of Authorized Person with Seal

Full Name-
Mobile No.-
e-mail.ID-

DECLARATION

I, ———————————— Son/ Daughter/ Wife of Shri ————————————. Proprietor/ Partner/ Director/ Authorized Signatory of the Agency mentioned above, and competent to sign this declaration and execute this tender document.

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

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 any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Person with seal)

Place:————————

Date:————————

Enclosures:

- Bid Processing Fee in the form Demand Draft in original,
- EMD in the form of Demand Draft in original,
- Copy of tender document (each page must be signed and sealed),
- Duly filled Technical Bid & Financial Bid.
- List of Documents as applicable.

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

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

Yours sincerely,

Authorized Signature

Name and Designation of the Signatory:

Name of the Bidder and Address:

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings forany criminal offences]

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

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

Yours sincerely

Authorized Signature

Name and Designation of the Signatory:

Name of the Bidder and Address:

Power of Attorney

(On Bidders Letter Head)

I, _____, the _____ of (Name of the Agency)in witness whereof certify that <**Name of The Person**> is authorized to execute the attorney on behalf of <**Name of The Organization**>, <**Designation of The Person**> of the company acting for and on behalf of the company under the authority conferred by the <**Notification/ Authority Order No**.> Dated. < **date of reference**> has signed this power of attorney at <**Place**> on this day of <**Day><Month><Year**>.

The signature of <**Name of The Person**> in whose favour attorney is being made under the attorney given below are hereby certified.

Name of the Authorized Representative :

_____

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person

Executing Attorney : Address of Bidder

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application-Technical Bid,
2. Self-Attested Copy of Registration of Agency,
3. Demand Draft of in support of Bid processing Fee,
4. Demand Draft of in support of EMD,
5. Self-Attested copy of the statement of Bank Account of the Agency for the last Six Months,
6. Self-Attested copy of Aadhar/ PAN/ GIR Card,
7. Self-Attested copy of GSTIN registration certificate,
8. Self-Attested copy of the latest IT return filed by agency for last 3 years,
9. Self-Attested copy of the E.P.F. registration letter/ certificate,
10. Self-Attested copy of the E.S.I. registration letter/ certificate,
11. Self-Attested copy of valid labour license.
12. Self-Attested copy of valid Licence under PSARA (Private Security Agencies Regulation Act. 2005)
13. Self-Attested documents in support of the financial turnover of last three years duly certified by the C.A.
14. Self-Attested documents in support of entries in Technical Bid application
15. Authorization Certificate/ power of attorney of Agency
16. Copy of the document showing at least three years" experience in providing security service to Courts/ Tribunals/ Government Department, Public Sector Companies/ Banks, etc.
17. Self-declaration that the agency is having no criminal antecedent/ no previous unsatisfactory service report/ previously not black listed by any organization.
18. Self-Attested Copy of Valid address proof of the office like copy of the electricity bill/land telephone etc.
19. Self-Attested Copy of Valid Certificate for exemption in EMD & Performance Security (If any),
20. 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.

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified at the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price.**

Section – 5 : Financial Proposal

COVERING LETTER

(BIDDER LETTER HEAD)

(LOCATION, DATE)

To

The Registrar,
Civil Courts, Puri

Sub: Tender for Deployment of Manpower through outsourcing Agency for Transit House, Civil Court, Konark.

Sir,

I, the undersigned, offer to provide the services for 08 Nos manpower on contract basis in accordance with your Tender No._____Dated_____. Our attached financial price is <Insert amount(s) in words and figures> for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms & conditions as stipulated in the tender document. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly. I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory
[In full and initials]

Name and Designation of Signatory with Date and Seal :

Address of the Bidder:

APPLICATION – FINANCIAL BID

For providing services through Deployment of 08 nos. of Manpower for Transit House, Civil Court, Konark

Name of the Housekeeping Service Provider :				
	Rate per month per person for Un-Skilled manpower	Rate per month per person for Semi-Skilled manpower	Rate per month per person for Skilled manpower	Rate per month per person for Highly Skilled manpower
Wages				
E.P.F				
E.S.I.				
Service Charge				
GST				
	Total	Total	Total	Total
Total Charges for housekeeping manpower for one year				

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 minimum service charge to be quoted by the firm/agency shall not be less than 3.85% or exceed 7% in any case as per office memorandum No. 19595/F dated 11.07.2023 of Finance Department, Govt. of Odisha.

Financial Proposal for Two Years

Sl. No.	Description	Quantity	Unit Price (Per Month)	Total Per Month (INR)	Total Per One Year (INR)	Total Per Two Years (INR)
1	Cook (Highly Skilled)	1	Rs. 21,298.00	Rs. 21,298.00	Rs. 2,55,576.00	Rs. 5,11,152.00
2	Service Boys (Un-Skilled)	2	Rs. 16,078.00	Rs. 32,156.00	Rs. 3,85,872.00	Rs. 7,71,744.00
3	Cleaning Staff (Un-Skilled)	2	Rs. 16,078.00	Rs. 32,156.00	Rs. 3,85,872.00	Rs. 7,71,744.00
4	Gardener (Semi-Skilled)	1	Rs. 17,817.00	Rs. 17,817.00	Rs. 2,13,804.00	Rs. 4,27,608.00
5	Security Guard (Semi-Skilled)	1	Rs. 17,817.00	Rs. 17,817.00	Rs. 2,13,804.00	Rs. 4,27,608.00
6	Helper to Cook (Un-skilled)	1	Rs. 16,078.00	Rs. 16,078.00	Rs. 1,92,936.00	Rs. 3,85,872.00
			Total	**Rs. 1,37,322.00**	**Rs. 16,47,864.00**	**Rs. 32,95,728.00**

- The bidder is requested to quote any unforeseen item, which has not been included in the above list.
- The rates quoted shall be inclusive of all taxes excluding GST as applicable.

Section – 6 : BID Submission Check List

Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL) Covering Letter in Bidders Letter Head		
Bid Processing Fee		
EMD		
Copy of Incorporation / Registration Certificate of the Bidder		
Copy of PAN/Aadhar/GIR card		
Copy of GSTIN		
Copies of Income Tax Clearance Certificate for the last three Assessment years		
Copy of Valid EPF & ESI certificate		
Copy of valid labour license		
Copy of valid Licence under PSARA (Private Security Agencies Regulation Act. 2005)		
TECHNICAL BID duly filled in		
Financial details of the bidder along with all the supportive documents showing Annual Turn over for the last 3 years.		
Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
List of completed/ on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities.		
Undertaking for not having been black-listed by any Central / State Govt./ any Autonomous bodies during the recent past		
Undertaking for not having any Police case pending against the bidder		
Valid address proof of the Office		
Valid certificate for exemption (if Any)		
Bank Account Statement of the Agency for the last Six Months		

Financial Bid (Original)		
Covering Letter in Bidders Letter head		
Duly Filled in Financial Bid		

It is to be ensured that:

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

Authorized Signatory [In full initials] :

Name and Designation with Date and Seal :

Section –7 : Draft Contract

CONTRACT

Engagement of Agency for Deployment of Manpower for Transit House, Civil Court, Konark.

BETWEEN

THE DISTRICT JUDGE, PURI

AT/PO/DIST- PURI, ODISHA – 752001

AND

_____

[Service Provider Agency]

Dt.

[On Stamp Paper]

FORM OF AGREEMENT

This **CONTRACT** is made on the **_____** between, the **District Judge, Puri represented through the Registrar, Civil Courts, Puri** (hereinafter called as the **"Client"**) which expression shall where the context so requires or admits shall also include its successors or assigns of the **one part**

AND

_____,registered under _____ with its principal place of business at _____ (hereinafter called the **"Service Provider"**) of the 2nd Part represented by _____, which expression where the context so requires or admits shall also include its successors or assigns of the **other part.**

WHEREAS

_____ (the Principal) issued RFP vide Letter No._____ Dated _____ to Service Provider for execution of Services through **Deployment of Manpower for Transit House, Civil Court, Konark.** and the Service Provider offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No._____ Dated _____

AND

WHEREAS above stated offer and willingness conveyed under Letter _____ dated _____ by the Service Provider has been duly accepted by the Client vide its Letter No. _____ dated _____ for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Scope of Work :**

   The Service Provider shall engage efficient and experienced personnel to render the required Services at Transit House, Civil Court, Konark as described in **RFP.**

2. **Agreement Period :**

   This Agreement shall remain valid for a period of 2 (two) years effective from the _____ to _____ (both days inclusive).

3. **Contract Value :**

a) The total contract value is _____ [in words] only per Year for the period of contract except GST (as applicable] etc. pertaining to the Facility Management Services at Transit House, Civil Court, Konark as per the approved scope of work. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, semiskilled and high skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.

b) No other terms and conditions put forth by Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per the clauses and stipulations of the RFP and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

4. **Terms of Payment :**

a) District Judge, Puri will make payment on the basis of monthly bills furnished' by the Service Provider duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the Client within 10 (Ten) days from the date of submission of bills. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the RFP and the Client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

b) **Security Deposit**:

The Service Provider shall have to deposit an amount **@ 10% of the Annual contract value** in shape of Performance Bank Guarantee in favour of Registrar, Civil Courts, Puri. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

5. **Schedule for the Service :**

The schedule for the service will be provided by the Service Provider as per the agreed terms and conditions between the parties. The Service Provider shall deploy number of personnel for carrying out the services as described in **RFP.**

6. **Authorized Representative :**

a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.

b) The Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given/ signed by an Authorized Representative of Client, whose names will be intimated by the said Client.

7. **Risk & Responsibility:**

a) The Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at Transit House, Civil Court, Konark against all liabilities for death and injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services. The client will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel

deployed by the Service Provider. In the event the client is made liable to pay any damage or compensation in respect of such employees the Service Provider shall reimburse such damages or compensation on demand.

b) The Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.

c) The Service Provider shall provide qualified uniformed staff to perform the services. The employees of Service Provider entering the premises of the client shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.

d) The Service Provider shall conduct periodic general medical check up of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.

e) The Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the client.

8. <u>Statutory Compliances :</u>

a) The Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Service Provider shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.

b) The Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.

c) The Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/ consideration contemplated as per Clause-3 of this Agreement shall be released by the client only upon the Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.

d) The Service Provider shall provide First Aid facilities at the work place according to applicable laws.

e) In the event of the Service Provider failing to comply with any of the provision of the statutes

applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the client. The client may take appropriate action to recover the same from the Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

9. Liability and Indemnity :

The Service Provider shall be responsible and liable for and shall indemnify the client and keep Transit House, Civil Court, Konark safe and harmless at all time against:

a) any and all claims, liabilities, damages, losses, costs, charges. expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the client directly or indirectly by reasons of.

I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Service Provider or its facility staff.

II. any theft robbery, fraud, or other wrongful action or omission by the Agency and /or any of its facility staff

10. Limitation of Liability :

In any case the liability of the service provider shall hot exceed 10% per occurrence.

11. Sub-Contracting :

The Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent Client in case of emergency requirements.

12. Loss/ Theft / Damage:

The Service Provider shall responsible for any and all losses, theft, damages caused to any equipment installations in the premises, fittings and fixtures, goods there in and any other properties belongs to the client because of any act of negligence, commission or omission of its employees while discharging their duties.

13. Exclusion of Consequential Loss :

The Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

14. Breach of Agreement, Penalty & Termination of Agreement :

a) Breach of Agreement :

In case of breach of agreement by the Agency, authority shall have a right of lien over all the properties of the Agency lying in its premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money & authority shall be at liberty to terminate this Agreement.

b) Penalty :

i. The in case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Service Provider.

ii. A quality check procedure will be developed by the client, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Service Provider.

iii. Where there is non-performance/ unsatisfactory/ sub-standard performance of its obligation in the part of the Service Provider, the Client shall give a written notice of the default and or omission or commission and the Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

iv. If the response/ explanation is not found satisfactory or inadequate or partly satisfactory, the client shall have the right to deduct the following amount from the monthly bill of the Service Provider for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

c) Termination of Agreement :

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the client shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly, the **Service Provider** shall have right to terminate the contract in case the Client fails to pay the admissible dues stipulated hereof on more than 3 occasions in a calendar year.

15. Force Majeure :

Neither party shall be responsible for any damage caused by natural calamities like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc. The later five events, whether occurred or not, shall be decided by the Client and such decision can not be questioned in any court of law.

16. Post Termination Responsibility of the Service Provider :

Upon termination of this agreement, the **Service Provider** shall immediately deliver all the documents and any/all data, plant, machineries & equipment held by it and which are in possession/ custody/control of its facility staff to the client. The **Service Provider** shall also forthwith remove all its facility staff together with its machines/ equipment whatsoever from the premises of the client under intimation of the designated Client.

17. Jurisdiction :

The court situated at Puri shall have jurisdiction to decide any disputes or litigations between the parties hereto.

18. Documents :

The following documents attached hereto shall be deemed to be form an integral part of this Contract :

Annexure- A : RFP Document

Annexure- B : List of Manpower to be deployed at the project location

Annexure- C : Payment Term

Signature of Authorised Representative

_____ _____

(Client) *(*Service Provider*)*

Witnesses:

On behalf of Client

1.

2.

On behalf of the Service Provider

1.

2.

ANNEXURE-I

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Registrar, Civil Court Puri

WHEREAS _____ (Name and Address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ Dated _____ to undertake the service _____ (Description of services) (Hereinafter called **"the Contract"**)

AND WHEREAS it has been stipulated by _____ (Name of the Authority) in the said contract that the service provider shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee; **NOW THEREFORE** we hereby affirm that we are Guarantors and responsible to you, on behalf of the service provider up to a total of _____ (amount of the Guarantee in words and figures), and we undertake to pay you, upon first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance Bank Guarantee shall be valid until the _____ day of _____ year Our Branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at Our _____ Branch on or before Dated _____ Otherwise the shall be discharged of all liabilities under this guaranty thereafter.

(Signature of the Authorized Officer of the Bank)