

Bid Document

For Selection of Service Provider Agency (SPA) for
Providing Manpower through an outsourcing basis to
Academy of Tribal Language & Culture,
Bhubaneswar-751009

This tender document contains 30 (Thirty) pages including
this cover page.

**REQUEST FOR PROPOSAL (RFP) SELECTION OF
AGENCY TO PROVIDE MANPOWER SERVICES ACADEMY OF TRIBAL
LANGUAGES & CULTURE
(ST & SC DEVELOPMENT DEPARTMENT, GOVT. OF ODISHA)
Adivasi Exhibition Ground, Unit-1, Bhubaneswar-751 009
Tele. /Fax – 0674- 2597821, Email – atlcbsr 08 @ yahoo.com**

**REQUEST FOR PROPOSAL (RFP)
NOTICE FOR SELECTION OF AGENCY FOR PROVIDING MANPOWER SERVICE**

No. 265 / ATLC, Bhubaneswar Date: 02/04/2026

Academy of Tribal Languages and Culture (ATLC) under ST & SC Development & Minority, Backward Classes Welfare Department, Govt. of Odisha invites **Request for Proposal (RFP)** in two bids i.e. Technical Bid and Financial bid in sealed cover along with requisite documents from interested and experienced service providers for providing manpower services for the Academy of Tribal Languages and Culture (ATLC).

The bid document can be downloaded from the website: www.atlcodisha.in, <https://scstrti.in> and <https://stscodisha.gov.in>. The bidder has to submit the cost of the document i.e., Rs. 1,000/- in the shape of DD favoring Member Secretary, ATLC with the technical bid. The last date of receipt of the sealed offers in the office at ATLC by 05:30 P.M. **on dt. 23.04.2026** by **Speed Post / Registered Post** only. The "Technical Bids" will be opened **at 11:30 A.M on dt. 24.04.2026** in the presence of the bidders or their authorized representatives. Without the authorization letter, the representative of the bidder will not be allowed to attend the opening of the bid. The "Financial Bids" of qualifying bidders will be opened **on dt.24.04.2026 at 03:30 PM** in presence of qualified bidders or their authorized representatives.

The bidders have to submit documents as specified along with a technical bid in conformity with the detailed terms & conditions in the RFP.

The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Sd/-
Member Secretary

Memo No. 266 / ATLC, Bhubaneswar dtd. 02/04/2026

Copy to the Notice Board of ST & SC Dev. Deptt., SCSTRTI and ATLC Bhubaneswar for information.

Sd/-
Assistant Director

Memo No. 267 /ATLC, Bhubaneswar dtd. 02/04/2026

Copy forwarded to the Head portal Group Secretariat IT center, Bhubaneswar, M/s Luminous Infoways Pvt. Ltd. for circulation of the notice through the website of ATLC, Bhubaneswar.

Sd/-
Assistant Director

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DISCLAIMER

This Request for Proposal (RFP) is issued for the selection of a Service Provider Agency to supply manpower on an outsourcing basis for the Academy of Tribal Languages and Culture (ATLC), under the ST & SC Development, Minorities & Backward Classes Welfare Department, Government of Odisha. This document briefly explains the work to be done and the eligibility criteria for selecting the agency. It is meant to provide necessary information to the bidders so that they can prepare and submit their proposals.

This RFP is only an information document and not a contract or agreement. It should not be considered as a final offer by the Member Secretary, ATLC to any bidder or person. Although every effort has been made to provide correct information in this document, it may not include all the details required by the bidders. Therefore, bidders should verify the information themselves, conduct their own assessment, and seek advice from relevant sources, if necessary, before submitting their proposals.

The Member Secretary, ATLC or its employees and advisors will not be responsible for any errors or missing information in this RFP document. ATLC also reserves the right to change, update, modify, or cancel any part of this RFP by issuing an addendum, without giving any reason.

The Member Secretary also reserves the right to accept or reject any or all proposals without assigning any reason. ATLC will not be responsible for any expenses incurred by bidders while preparing or submitting their proposals in response to this RFP.

The information provided in this RFP covers many subjects, some of which may involve interpretation of laws. This document should not be considered as a complete or final statement of legal requirements. ATLC will not be responsible for any interpretation or opinion about the law based on the information provided in this document.

SECTION-1: BID DATASHEET

Sl. No.	Particulars	Details
1.1.	Name of work:	Inviting Reputed Vendors to Submit Their Bids for The Work: For Selection of Service Provider Agency (SPA) for Providing Manpower through outsourcing basis to ATLC, Bhubaneswar.
1.2.	Date of Issue of RFP	Date 02.04.2026
1.3.	Pre Bid meeting	Date 09.04.2026 at 12.30 PM at Conference Hall of SCSTRTI
1.4.	Last date for receipt of Proposal	Date 23.04.2026 by 5.30 PM
1.5.	Date of opening of technical proposal	Date 24.04.2026 at 11.30 AM Conference Hall of SCSTRTI
1.6.	Date of opening of financial proposal	Date 24.04.2026 at 03.30 P.M at Conference Hall of SCSTRTI
1.7.	Expected date of commencement of assignment	As per the execution of agreement
1.8.	Tender cost (Non-Refundable)	Rs 1,000/- (Rupees One Thousand) only in the shape of DD favoring Member Secretary, ATLC drawn in any scheduled nationalized Bank payable at Bhubaneswar.
1.9.	Earnest Money Deposit (EMD) (Refundable subject to satisfactory performance & compliance to conditions laid down.)	Rs. 50,000/- (Rupees fifty thousand only) in the shape of DD favoring Member Secretary, ATLC drawn in any nationalized Bank payable at Bhubaneswar.
1.10.	Postal Address for submission of Proposal	Academy of Tribal Languages & Culture (ST & SC Development Department, Govt. of Odisha) Adivasi Exhibition Ground, Unit-1, Bhubaneswar-751 009, Tele. /Fax – 0674- 2597821, Email – atlcbsr_08 @ yahoo.com
1.11.	Mode of Submission of proposal	Speed Post/ Registered Post only to the address as specified at Sl. No 1.10 during office hours only. Submission of bid through any other mode and late bid will be rejected.
1.12.	Place of opening of proposal	Mini Conference Hall of SCSTRTI
1.13.	Official Website	https://atlcodisha.in

SECTION 2: ABOUT THE RFP

2.1 Background

- 1.1 The Academy of Tribal Language & Culture (ATLC) is an autonomous body under the Institute functions under the ST & SC Development, Minorities & Backward Classes Welfare Department, Government of Odisha, Tele. /Fax – 0674- 2597821, Email – atlcbsr_08 @ yahoo.com.
- 1.2 The Academy of Tribal Languages and Culture (ATLC) has been established with the aims and objective of is to preserve, promote and propagate the tribal language, culture, tradition, values, art & crafts, beliefs etc. For this purpose, Academy has organized Annual Adivasi Mela, Students' Festival "SARGIFUL" and also sponsor the Tribal cultural troupes to different National and Local Mela/ Mahostavs. Academy also organized the capacity training programme to upgrade the skills of the

tribal people which helps them for their livelihood. Academy is also conducting research on tribal languages and culture.

1.3 Brief about the Selection of Service Provider Agency

The release of this Request for Proposal (RFP) will enable the Academy of Tribal Languages & Culture to engage a professionally managed Service Provider Agency for supplying trained and skilled manpower through a transparent, competitive, and standardized selection process. The Academy of Tribal Languages & Culture (ATLC) invites bids from reputed, experienced, and financially sound agencies/firms for providing manpower services of different categories for the smooth management and operation of the ATLC, Bhubaneswar. The ATLC is located at Adivasi Exhibition Ground, Unit-I, Bhubaneswar-751009. To support its core functions including research and documentation on tribal languages and culture, accounts management, and other related administrative and operational activities. The selected agency will be required to provide competent and qualified manpower as per the specific requirements of ATLC.

2.2 Stages of Evaluation.

i. Technical Evaluation Stage:

In this stage, bidders' proposals will be scored on various parameters, such as experience, infrastructure, and compliance with the department's requirements. Only bidders who secure a minimum of 70% marks in the technical evaluation will be declared as technically qualified. This ensures that the department prioritizes quality and expertise while considering cost efficiency.

ii. Financial Evaluation Stage:

In this stage, only the financial bids of technically qualified bidders will be opened and evaluated. The bidder who submits the lowest financial quote among the technically qualified participants will be designated as the L1 bidder (i.e., the Lowest Bidder). This stage ensures that the contract is awarded based on the most cost-effective proposal, provided all technical requirements have been satisfactorily met.

SECTION -3: INSTRUCTIONS TO BIDDERS

3.1 General

- i. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- ii. The Academy of Tribal Languages & Culture (ATLC) require services of reputed, well-established, and financially sound Manpower Service Providers/Agency (SPA) to provide services of different categories of manpower.
- iii. The period of contract for providing the aforesaid manpower is likely to commence from the signing of the agreement and will continue for 01 (one) year, and it is extendable up to 01 more year subject to satisfactory performance. It may be curtailed / terminated before the contract period owing to deficiency in service or any deviation made to the contract, or substandard quality of manpower deployed by the selected Service Provider Agency. The Member Secretary, ATLC however, reserve the right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider Agency.
- iv. This RFP supersedes and replaces any previous public documentation and communications and bidders should place no reliance on such communications.
- v. Actual quantity of manpower required for each type of job shall be informed to the selected Service Provider Agency (SPA).
- vi. The agency shall be responsible for payment of fixed emoluments/wages to the manpower every month in time as per Government policy and wage guidelines.

- vii. The requisition will be given to the agency by the Member Secretary, ATLC as per need/requirement from time to time during the contract period. The agency will provide a list of manpower which is at least three times the requirement. The list should be accompanied by detailed information of manpower within the stipulated period specified in the requisition.
- viii. In case of poor performance of any manpower, ATLC will inform the agency to withdraw the concerned person(s) and replace them immediately to the satisfaction of ATLC.
- ix. The agency will be responsible for conducting thorough antecedent verification of the manpower to be deployed and submit a written undertaking regarding the verification done. No person with criminal antecedents or criminal/vigilance cases shall be deployed.
- x. The agency shall be responsible for supervision and monitoring of the manpower engaged on a regular basis. The agency shall at all times indemnify and undertake to defend and hold ATLC harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions and costs of any nature whatsoever, whether directly or indirectly arising out of the agreement executed between the agency and ATLC.
- xi. The interested bidders may visit the ATLC office on any working day between 10.00 AM to 5.30 PM (Office Hours) to gain thorough knowledge of the work to be performed before preparation and submission of the bid.

3.2 Compliant Proposals / Completeness of Response

- i. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements set out in this RFP may render the proposal non-compliant and the proposal may be rejected. Bidders must:
- iii. Include all documentation specified in this RFP.
- iv. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
- v. Comply with all requirements as set out within this RFP.

3.3 Code of integrity

No official of the Purchaser or bidders shall act in contravention of the codes which include:

i. Prohibition of:

- a. Making offer, solicitation, or acceptance of bribe, reward, or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. Any collusion, bid rigging, or anti-competitive behavior that may impair the transparency, fairness, and progress of the procurement process.
- d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. Any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of the contract which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in a tender process or to secure a contract.

ii. Disclosure of conflict of interest.

Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the Code of Integrity, and may take appropriate measures.

3.4 Consortium / Joint Venture

Consortium/Joint Venture is not allowed for this bid.

3.5 Key Requirements of the Bid

i. Right to Terminate the Process

- Purchaser may terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by the Purchaser. The bidder's participation in this process may result in the Purchaser selecting the bidder to engage towards execution of the contract.

ii. RFP Document Fees

- RFP document can be downloaded from the website(s) mentioned in the Bid Data Sheet. The bidders are required to pay the document Fee through the medium or mode mentioned in the bid data sheet.
- Proposals received without or within adequate RFP Document fees shall be rejected.

iii. Earnest Money Deposit(EMD)

- Bidders shall submit, along with their bids, EMD as specified in the Bid Data Sheet.
- EMDs of all unsuccessful bidders would be refunded by the Purchaser within **45 days** after award of work to the selected agencies. The EMD of the successful bidder, for the amount mentioned above, would be returned upon submission of the Performance Bank Guarantee.
- The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest.
- The bid/proposal submitted without EMD, as mentioned above, will be summarily rejected.
- The EMD may be forfeited in the following cases:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - iii. If found to have a record of poor performance, such as having abandoned work, having been blacklisted, having inordinately delayed completion, or having faced commercial failures, etc.
 - iv. If the bidder is found to have indulged in suppression of facts, furnishing of fraudulent statements, misconduct, or other dishonest or ethically improper activities in relation to this RFP.

3.6 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in the conduct of informative and other due diligence activities, participation in meetings/discussions/presentations, preparation of proposals, providing any additional information required by the Purchaser to facilitate the evaluation process, and negotiating a definitive contract or all such activities related to the bid process.

The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.7 Language & Currency

The proposal and all related correspondence exchanged between the bidder and the Purchaser shall be written in the English language only. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

3.8 Submission of Proposals

A. General Instruction to Bidders

i. The bidders should submit their responses as follows:

a. Technical Proposal

b. Financial Proposal

The Technical Proposal and Financial Proposal (as mentioned in the previous paragraph) should be submitted through physical mode.

II. Please note that prices should not be indicated in the Technical Proposal, but should only be indicated in the Financial Proposal.

III. The proposal/bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign the proposals.

B. Authentication of Proposal:

- The proposal should be accompanied by a Power of Attorney (PoA) through a Board Resolution in the name of the authorized signatory of the proposal.
- Each page of the RFP response must be signed and stamped by the authorized signatory of the responding company.

C. Instructions for Submission

• Bidder must submit their proposals by Registered Post / Speed Post only to the specified address on or before the last date and time for submission of proposals as mentioned in the Bid Data Sheet. The Purchaser will not be responsible for postal delay or any consequence in receiving the proposal. The proposal must be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be signed by the authorized representative of the bidder, page numbered, and in confirmation with the eligibility qualifications, and clearly indicated using an index page. The Purchaser will not consider any proposal that arrives after the deadline as prescribed in the Bid Data Sheet. Any proposal received after the deadline will be out rightly rejected.

• The envelope containing the technical proposal shall be SEALED AND SUPERSCRIBED as:

- “Technical Proposal – Selection of Service Provider Agency for Providing Manpower through Outsourcing Basis”, The duly filled-in technical proposal submission forms, along with all the supporting documents and information, have to be furnished as part of the technical proposal as per the requirement.

- In case a bidder submits the financial bid or any part thereof in the technical bid, such bids will be summarily and immediately rejected, and the EMD of such bidders will be forfeited.

3.9 Opening & Evaluation of the proposal

A. Opening of Proposals

- The proposals submitted up to the date and time mentioned in the Bid Data Sheet will be opened on the date and time mentioned for Opening of Technical Proposal in the Bid Data Sheet by the Proposal Evaluation Committee.

B. Proposal Validity

- The proposals submitted by the bidders should be valid for a minimum period of 45 days.

C. Deviations

- Proposals submitted by the bidders should be without any deviations from the terms and conditions mentioned in this RFP.
- In the event that any bidder submits a proposal with any deviations whatsoever, the bid/proposal of those particular bidders will be summarily rejected.

D. Evaluation of Proposals

- The Purchaser will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- The Proposal Evaluation Committee so constituted shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents or documentary evidence may lead to rejection of the bid.
- The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- The Proposal Evaluation Committee may seek clarifications from the bidders on their proposals, if required.
- The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- Initial bid scrutiny will be held and incomplete details as given below will be treated as non-responsive proposals if proposals:
 - Are not submitted as specified in the RFP document.
 - Are found with suppression of details.
 - Are submitted with incomplete information, subjective offers, conditional offers, or partial offers.
 - Are submitted without the documents requested in the checklist.
 - Are submitted with lesser validity period.
- All responsive bids will be considered for further processing as below:
 - The Proposal Evaluation Committee will prepare a list of responsive bidders who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by the committee according to the evaluation process defined in this RFP document. The decision of the committee will be final in this regard.

3.10 Criteria for Evaluation

Bidders meeting the minimum technical requirements as specified in the RFP documents will be considered technically responsive. However, regional/local bidders meeting the eligibility criteria are being encouraged to participate in the bidding process.

The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. To reach such a determination, the

Committee will examine and compare the technical aspects of the proposals based on information provided by the bidder, considering the following factors:

- Overall completeness and compliance with the requirement;
- Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in the RFP documents;
- Any other relevant factors, if any, listed in the RFP document or deemed necessary by the Purchaser. Only those bidders who qualify the Pre-Qualification and Technical Evaluation stages will be considered for Financial Bid evaluation. Among these, the bidder offering the lowest financial quote (L1) will be selected for award of contract. In case multiple bidders quote the same lowest service charge, the L1 bidder shall be selected through a transparent lottery system” as per the OGFR, 2023 under Rule 264-Evaluation of Bids.
- Bids of firms which do not meet the minimum technical requirements will be considered technically non-responsive and disqualified from further consideration.

SECTION -4: ELIGIBILITY CRITERIA

4.1 General Criteria

Sl.	Eligibility Criteria	Supporting documents to
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No.		be furnished along with the Technical Bid
1	The Bidder should be registered under appropriate authority (anyone), such as: <ul style="list-style-type: none"> • Registered under the Companies Act, 2013/1956. • Registered under the Indian Partnership Act, 1932. • Registered under the Limited Liability Partnership Act, 2008. 	Certificate of Incorporation / Registration
2	The bidder must have at least Ten (10) years of experience in business (upto the last date of submission of bid) for providing similar type of services to Central/ State Government/ Statutory Bodies.	Copies of the work order from the previous authorities.
3	The Registered Office/ Branch Office of the Service Provider Agency must be located within the jurisdiction area of Bhubaneswar.	Valid address proof of the office. (Copy of the Telephone / Electricity Bill /rental agreement).
4	Must have average annual turnover of Rs. 5 Crore during the last 3 (three) financial years i.e. 2022-2023, 2023-24 and 2024-25.	Copies of audited income / expenditure Statement, Balance Sheet and consolidated turnover certificate
5	The agency should not have been blacklisted by any Central/ State Government or any other public sector undertaking or corporation as on the date of this RFP.	An undertaking to this effect to be furnished by the bidder as per the prescribed format (Form-T2).
6	Must not have any pending judicial proceedings for any criminal offence against the promoter / Director / Persons to be deployed by the Service Provider Agency.	An undertaking to this effect to be furnished by the bidder as per the prescribed format (Form-T3).
7	Must have registered with EPF and ESI with at least 30 nos. of staffs under the Establishment.	Latest challan deposit slip.
8	Other Statutory Documents.	<ul style="list-style-type: none"> • Copies of PAN • Copies of GSTIN • Up to date GST submission returns copy • Copies of EPF & ESI Registration Certificate • ITR Return for the last 3 financial year

Note: The bidders who qualify above mandatory general eligibility criteria shall be taken up for further Technical Evaluation.

4.2 Bid Evaluation Methodology:

Evaluation of **Technical** and **Financial** proposals will be based on the Lowest Cost (L1) method. Only bidders who achieve a minimum of 70% in the **Technical Evaluation** will qualify for the **Financial Bid Opening**. Among these technically qualified bidders, the one with the lowest financial bid will be selected.

4.3 Evaluation of Technical Bid:

The technical proposals shall be evaluated in three phases. In the first phase the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in this RFP.

In the second phase, the firms which satisfy the minimum eligibility criteria shall be given marks based on Table: 1 of this RFP. Accordingly, firms will be ranked based on the marks allotted to them.

Sl. No.	Evaluation Criteria	Marking Criteria	Maximum marks
1	Average financial turnover during the last 3 FY 2022-23, FY 2023-24 & FY 2024-25	Rs. 5 Crore turnover = 20 Marks. +1 mark for every additional Rs. 1 Crore Maximum additional marks = 10	30
2	Similar experience of providing manpower during the last 10 years up to 31-03-2025 in Central/ State Government or any other public sector undertaking or corporation.	Experience in minimum 10 Central/ State Government or any other public sector undertaking or corporation with contract value Rs. 1 Crore per year = 20 Marks. +5 Marks for every additional experience in Central/ State Government or any other public sector undertaking or corporation Maximum additional marks = 20	40
		10 years' experience = 20 Marks. +2 Marks for every additional year, Maximum additional marks = 10	30
Total			100

4.4 Opening of Financial Proposal:

In the financial proposals of only those bidders who have secured more than 70 marks (i.e. 70% of 100 Marks) in the technical evaluation will be opened. This ensures that only technically competent bidders are considered for financial assessment, maintaining a balance between quality and cost.

4.5 Selection of Agency:

The selected agency shall be the applicant quoting the lowest management fee (“L1”). The Second and Third Ranked Applicant may be kept in reserve and invited for negotiations and they shall be considered for engagement at the rate agreed by L1 in the event of withdrawal, failure of the selected agency or on the event of increase in volume of work or for any other reason.

SECTION- 5: STATUTORY RULES, ACTS AND REGULATIONS

5.1 The Service Provider Agency shall indemnify ATLC against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications or any other Acts, Rules and Policies as applicable.

5.2 The agency i.e. Manpower Service Provider Agency (“SPA”) shall provide necessary equipment’s or logistic support to the employees for smooth discharge of responsibilities as entrusted to them.

- 5.3 The Service Provider Agency (“SPA”) shall be responsible for any accidents caused to the workers and damage to the equipment during the period of contract. ATLC shall no way be responsible for any of the accidents.
- 5.4 The Service Provider Agency (“SPA”) shall follow the provisions of Industrial Disputes Act and responsible for any disputes arising with the worker if any.
- 5.5 For any failure of implementing the statutory rules and regulations by the Service Provider Agency (“SPA”), ATLC reserves the right to recover the same from the bills and security deposit/performance security of Service Provider Agency (“SPA”).
- 5.6 Any violation of Service Provider Agency (“SPA”) towards payment wages, EPF/ESI Contributions, leave salary and Bonus as per Act and agreement if, brought to the notice of the Authority of ATLC, it would be referred to Labour Department for taking legal action against the concerned Service Provider Agency (“SPA”) and without prejudice to the right of ATLC to terminate the contract in such cases.

SECTION- 6: BANK GUARANTEE

Selected bidder will have to deposit a Performance Security i.e., 5% as per OGFR guideline Rule 213 of the quoted annual contract value in the form of Bank Guarantee/ Demand Draft from any nationalized bank situated within Odisha in favour of Member, ATLC, Bhubaneswar for a period of three months beyond the contract period. (i.e., Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance 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 deployed SPA as per the prevailing terms and conditions of the RFP.

SECTION-7: SUBMISSION OF BID

The proposal complete in all respect as specified must be accompanied with a Non-refundable amount Rs.1000/- towards Bid Processing Fee and interest free security deposit of Rs. 50,000 (EMD) in form of Demand Draft in favour of “**Member Secretary, ATLC, Bhubaneswar**” drawn in any nationalized bank and payable at Bhubaneswar, failing which, the bid will be out rightly rejected.

The Authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing

“Technical Bid”

**(SELECTION OF SERVICEPROVIDER AGENCY FOR PROVIDING
MANPOWER TO ACADEMY OF TRIBAL LANGUAGES & CULTURE)**

and

“Financial Bid”

**(SELECTION OF SERVICEPROVIDER AGENCY FOR PROVIDING
MANPOWER TO ACADEMY OF TRIBAL LANGUAGES & CULTURE)**

Both sealed envelopes must be kept in a third sealed envelope super-scribing.

“Bid Document”

**(SELECTION OF SERVICE PROVIDER AGENCY FOR PROVIDING
MANPOWER TO ACADEMY OF TRIBAL LANGUAGES & CULTURE)**

SECTION 8: LIST OF DOCUMENTS FOR SUBMISSION

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

- 8.1 Covering letter along with power of attorney on the bidder's letter head.
- 8.2 Demand Draft in support of Bid Process fee as applicable.
- 8.3 EMD as applicable.
- 8.4 Copy of Certificate of Incorporation of the firm agency.
- 8.5 Copy of Up-to-date GST submission returns,
- 8.6 Copy of PAN.
- 8.7 Copies of IT Returns for the last 3 financial years i.e.2022-23, 2023-24 & 2024-25
- 8.8 (Duly certified by CA).
- 8.9 Copies of EPF & ESI Registration Number.
- 8.10 Copies of the Income/ Expenditure statements along with Balance Sheet for the last 3 financial years (Duly certified by CA).
- 8.11 Copies of work orders from the previous organizations for providing services during last ten (10) years preceding due date.
- 8.12 Undertaking regarding non-blacklisting (On stamp paper).
- 8.13 Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head).
 - Any deviation from the prescribed procedures/required information/formats/conditions shall result in out-right rejection of the bid. Any conditional bid shall be out rightly rejected.
 - All entries along with the pages in the bid document should be legible, filed-in clearly and signed by the authorised representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory should be attached. All the pages should be numbered and indexed summary must be submitted.
 - The bid shall be valid for a period of 120 days from the date of opening of the bids and no request for any variation in quoted rates and/or withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.
 - 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.
 - However, the decision of the Authority shall be final during the overall selection process.
 - The Service Provider Agency 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 services of the personnel.
 - The Authority reserves the right to reject any or all bids terminate the tender process without assigning any reason thereof.
 - The agency is responsible for disbursing remuneration to its staff strictly in accordance with the rates and guidelines prescribed by the General Administration & Public Grievance (GA & PG) Department. These rates are non-negotiable and must be adhered to without deviation. The agency is not permitted to alter or propose any changes to the fixed remuneration.
 - However, the agency may quote its service charges separately, which should be expressed as a percentage of the remuneration for each staff member. These service charges will cover the agency's administrative costs, overheads, and profit margin. This structure ensures transparency and uniformity in staff compensation while allowing competitive pricing for agency services.

SECTION - 9: SCOPE OF WORK

- 9.1 Each desired manpower shall be assigned task as briefed by the authorized officer of ATLC.
- 9.2 The duty hours of manpower shall be of 8 (eight) hours and Govt. Rule per day.
- 9.3 The working days shall be six days per week. The duty timing of the persons shall be fixed by the Authority.
- 9.4 The SPA shall work under the supervision of authorized officer of ATLC.
- 9.5 Authorized officer shall assign and fix the job description of designated personnel.
- 9.6 The SPA shall undertake full responsibility for the performance/ action of its staff.
- 9.7 The SPA shall not engage any sub-contractor or transfer the contract to any other person.
- 9.8 The clearance of local police with regards to the past criminal records antecedents of the persons to be deployed shall be obtained by the agency before deployment of the personnel and a police clearance report to be submitted to the Authority.
- 9.9 ATLC shall inform the selected SPA of the detailed list of manpower required for each type of work.
- 9.10 ATLC shall pay to SPA the minimum rate of wages plus EPF plus ESI plus Management Fee per person on submission of monthly bills and supporting documents.
- 9.11 The SPA shall claim their management fee for providing services at a rate quoted by it in the tender document.

9.12 Prescription of the Manpower

The under mentioned list is an indicative list and should not be considered as an exhaustive list. None of the manpower to be deployed should be beyond the age of **60** years. ST & SC Development, Minorities & Backward Classes Welfare Department may ask for other type and category of manpower apart from the under mentioned indicative list however the prorated Management Fee of the selected SPA shall remain fixed.

Required Manpower for the Academy of Tribal Languages & Culture (ATLC)

Sl. No	Name of the Post	Number of Post	Consolidated remuneration per month and Qualification and experience	Fixed by the Administrative Department of STs & SCs Deptt, M & BC Department
01	Research Assistant	01	Required Qualification: Master's degree in Anthropology, Tribal Studies, Sociology (Preference will be given to the candidates having Ph. D. degree in above subjects). Minimum of 3 years of relevant experience in a similar role, including administrative responsibilities in any Govt. Organization. Consolidated remuneration: Rs. 40,000/- per month	• TA/DA shall be admissible as per the entitlement applicable to Group-B Officers of the Government of Odisha
02	Accountant	01	Required Qualification: B.Com and with minimum 3 years of experience on dealing the accounts related matters. Consolidated remuneration: 26,400/- per month	
03	Programme Coordinator	01	Required Qualification: Masters Degree in any discipline Minimum of 3 years of relevant experience in the field of tribal research in any Government organization. Consolidated remuneration: Rs. 25000/- per month	
04	Attendant-cum-Night Watchman	01	Required Qualification: Minimum 3 years of similar experience. Minimum wage: Semiskilled - as per the Notification of Labour & ESI Department, Government of Odisha	

N:B:

The above manpower shall be paid wages not less than the minimum rates of wages as notified the Labour & ESI Department, Government of Odisha, from time to time. The Variable Dearness Allowance (VDA) shall also be paid to the employees in accordance with the notifications issued by the Labour & ESI Department, Government of Odisha, as revised from time to time. The details of other terms and conditions are placed at Form-F1 of the Financial Bid.

SECTION- 10: TERMS & CONDITIONS

10.1 General

- 10.1.1** Tender is being invited for supply of different categories of manpower to ATLC, Bhubaneswar. The requirement of the ATLC may further increase or decrease, during the period of initial contract and the tender would have to provide additional Manpower Services, if required, on the same terms and conditions.
- 10.1.2** The contract shall commence from the date of signing of the agreement and shall continue for a period of one (01) year, unless it is curtailed or terminated earlier by the Authority due to deficiency in service, deployment of sub-standard manpower, breach of contract, or change in requirements. The contract may be extended for a further period of one (01) year based on satisfactory performance of the service provider and with the approval of the Authority.
- 10.1.3** The total project period shall be two years. Initially, the work order shall be issued for one year. Based on the review of satisfactory performance of the Service Provider, the service period may be extended for a further period of one year under the same terms and conditions.
- 10.1.4** The Agreement shall expire automatically on completion of 1(One) year unless extended further by the mutual consent of the Manpower Service Provider/Agency and the ATLC. The Authority reserves the right to terminate the Agreement during initial period also after giving 1 (one) month notice to the Manpower Service Provider agency.
- 10.1.5** The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period on mutually agreed upon by the Manpower Service Provider agency and the Authority of ATLC.
- 10.1.6** The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- 10.1.7** The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal auction besides terminations of the Agreement.
- 10.1.8** The Manpower Service Provider (SPA) shall nominate a coordinator who shall be responsible for immediate interaction with ATLC so that optimal service of the persons deployed could be availed without any disruption.
- 10.1.9** In case the selected SPA leaves the job before completion of the period of contract then ATLC shall be entitled to forfeit the performance security.
- 10.1.10** The entire financial liability in respect of Manpower Services deployed in the ATLC shall rest with the respective Service Provider Agency and the ATLC will in no way be liable. It will be the responsibility of the Manpower Service Provider agency to pay to the person deployed a sum not less than minimum wage fixed and adduce such evidence as may be required by the ATLC in that behalf.
- 10.1.11** In case the SPA fails to fulfill the minimum statutory requirements (EPF/ESIC) as per the conditions of the tender document or payment below minimum wages and fails to produce the concerned documents, it shall be treated as breach of the contract and the SPA shall be liable to be blacklisted by ST & SC Development, Minorities & Backward Classes Welfare Department, in addition to forfeiting of the monthly bills and performance security.
- 10.1.12** The Agency shall cover its personnel for personal accident and/or death while performing the duty.
- 10.1.13** The personnel of the SPA shall not be the employees of the ATLC and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The SPA shall make them known about this position in writing before deployment.

- 10.1.14** For all intents and purpose, the persons deployed by the Manpower Service Provider Agency (SPA) for execution of the contract shall be the employees of the SPA. The Manpower Service Provider Agency (SPA) shall be the “Employer” within the meaning of different Rules & Acts in respect of Manpower so deployed. The persons deployed by the Manpower Service Provider Agency for execution of the contract shall be the employees of the SPA & the persons deployed by the Manpower Service Provider Agency shall not have any claim whatsoever like employer and employee relationship with ATLC either implicitly or explicitly.
- 10.1.15** The Manpower Service Provider Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. ATLC shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended by the Manpower Service Provider, the deployed persons can place their grievance before a Joint Committee consisting of a representative of ATLC and an Authorized representative of the Manpower Service Provider.
- 10.1.16** The persons deployed shall remain under the overall control and supervision of the SPA. The SPA shall be responsible for payment of wages and all other dues within the stipulated time, in compliance with applicable labour laws and statutory provisions. The Academy of Tribal Languages & Culture (ATLC) shall bear no liability for such payments and shall not be responsible for any financial loss, injury, or compensation related to personnel deployed by the Manpower Service Provider while performing their duties.
- 10.1.17** The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
- 10.1.18** In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity under the ATLC.
- 10.1.19** The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with ATLC under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
- 10.1.20** The Manpower Service Provider must have valid registration from the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of all the registration should be submitted.
- 10.1.21** The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute is the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for timely deposit of Provident Fund and Employees State Insurance.
- 10.1.22** The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
- 10.1.23** The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the ATLC. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 10.1.24** For all intents and purpose, the Service Provider Agency shall be “Employer” within the meaning of different Rules & Act in respect of persons deployed. The persons deployed by the SPA shall not have any claim whatsoever like employer and employee relationship against the ATLC under this agreement. The Service Provider Agency shall make them known about their position in writing before deployment under the required service.
- 10.1.25** The Service Provider Agency must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider Agency should be 18 years of age and not exceeding and physically sound to perform the duties. The upper age limit may be relaxed in suitable cases.
- 10.1.26** The Service Provider Agency will be overall responsible for the manpower deployed for performing the service. The authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider Agency in the course of performing their functions/duties, or for payment towards any compensation.

- 10.1.27** The SPA shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider Agency shall depute one full time supervisor in concerned office of the ATLC for overall management of the services to be rendered at the site.
- 10.1.28** The Service Provider Agency shall be solely responsible for compliance to the provisions of various Labour and Industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the ATLC.
- 10.1.29** The SPA shall maintain complete official records disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- 10.1.30** The Service Provider Agency shall maintain personal file in respect of all the staff who are deployed in office of the Authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
- 10.1.31** The manpower to be deployed by the Service Provider Agency should not have any adverse Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
- 10.1.32** The SPA will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The SPA shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
- 10.1.33** The SPA shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
- 10.1.34** The SPA shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
- 10.1.35** The authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging their duties/ for inspection or otherwise.
- 10.1.36** In case of any theft or pilferages, loss or other offences, the SPA will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
- 10.1.37** In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the SPA. ATLC shall have the right to deduct appropriate amount from the bill of SPA. In case of frequent lapses on the part of the personnel deployed by the SPA, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
- 10.1.38** In the event of any personnel being on leave/ absent, the SPA shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the SPA is liable to provide the suitable replacement within 30 working days.
- 10.1.39** In case of delay providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
- 10.1.40** There would be no increase in rates payable to the SPA during the Contract period. The SPA will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
- 10.1.41** The SPA shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
- 10.1.42** The SPA shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
- 10.1.43** The SPA shall deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank accounts through online transfer within the first week of the following month and submit the details to the authority for necessary records, ensuring that the workers receive wages without delay.

- 10.1.44** In case of dispute resolution relating to rights/ liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
- 10.1.45** In the event of failure of SPA to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/ agreement or suppression of facts will attract termination of contract with 1 month prior notice to the SPA.
- 10.1.46** The SPA should ensure that persons to be deployed are not alcoholic, drug addict and do not indulge in any activity prejudicial to the interest of the ATLC.
- 10.1.47** The ATLC reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
- 10.1.48** 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 decision and the same shall be binding on all parties.
- 10.1.49** All disputes shall be under the jurisdiction of the Court at Bhubaneswar.
- 10.1.50** The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages etc. and any amount due to the SPA will be recovered by forfeiture of performance security.
- 10.1.51** The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The authority will have no liability towards non-payment of remuneration to the persons deployed by the SPA and the outstanding statutory dues of the SPA to concerned authorities.
- 10.1.52** The manpower service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information leads to termination of agreement.

10.2 Financial

- 10.2.1 The Technical Bid should be accompanied with Bid Processing Fee of Rs.1000/- in cash/DD and Earnest Money Deposit (EMD) of Rs.50,000/- in the form of Demand Draft/Pay Order drawn in favour of Member Secretary, ATLC, Bhubaneswar failing which the tender shall be rejected outrightly.
- 10.2.2 In case of successful tenderer fails to deploy the required manpower against initial requirement within 15 days from date of placing the order, the Performance Security & EMD shall stand forfeited without giving any further notice.
- 10.2.3 The successful tenderer will have to deposit a Performance Security Deposit equivalent to 10% of annual quoted amount for the total number of personnel's to be deployed in the form of Bank Guarantee or Demand Draft.
- 10.2.4 In case of breach of any terms and condition attached to this agreement, the Performance Security Deposit shall be liable to be forfeited besides annulment of the Agreement.
- 10.2.5 The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by ATLC in respect of the persons deployed and submit 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.
- 10.2.6 The claims in bills regarding Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the ATLC.
- 10.2.7 The amount of penalty calculated @Rs.100 per day per personnel on account of delay, if any, in providing a suitable substitute for the period beyond 24 hours in lieu of personnel engaged shall be levied subject to maximum of 15 working days will be allowed for providing substitute. Beyond that penalty will be charged. Maximum penal liability should not exceed 10% of the yearly contract value.

10.3 Legal

- 10.3.1 The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 10.3.2 The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of works. Academy of Tribal Languages and Culture (ATLC) shall have no liability in this regard.
- 10.3.3 The Manpower Service Provider shall also be liable for depositing all taxes, levies & cess etc., in respect of the persons deployed, on account of service rendered by it to the concerned Authority from time to time, as per the prevailing rules and regulation. Attested Xerox copies of such documents shall be furnished to Academy of Tribal Languages and Culture (ATLC).
- 10.3.4 The Manpower Service Provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of the Academy of Tribal Languages and Culture (ATLC) or any other authority under law.
- 10.3.5 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 Academy of Tribal Languages and Culture (ATLC)
- 10.3.6 Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 shall be applicable to manpower service providers employing more than 20 workmen
- 10.3.7 In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Academy of Tribal Languages and Culture (ATLC) is put to any loss/obligation monetary otherwise the Academy of Tribal Languages and Culture (ATLC) will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- 10.3.8 The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Academy of Tribal Languages and Culture (ATLC) 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 SPA to statutory authorities. If any loss or damage is caused to the ATLC by the persons deployed the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
- 10.3.9 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.
- 10.3.10 Any dispute, difference or controversy of whatever nature between the parties, however arising out of or in relation to this contract agreement shall in the first instance be attempted to be resolved through discussion between the parties.
- 10.3.11 Any dispute which is not resolved amicably within 30 days from the date of last written communication from either party shall be referred to the Member Secretary, ATLC, Bhubaneswar, who may himself act as the arbitrator, or appoint any sole arbitrator to undertake the arbitration in accordance with the provisions of Arbitration and conciliation Act, 1996 (Arbitration Act).
- 10.3.12 The place of Arbitration shall be at Bhubaneswar. The decision of Arbitration shall be final and binding on both the parties. All disputes shall be under the jurisdiction of the Civil Court, Bhubaneswar.
- 10.3.13 Pending submission of/and or decision on a dispute and/or until the arbitral award is published the party's shall continue to perform their respective obligations under this contract agreement which shall be without prejudice to a final adjustment in accordance with such award.

SECTION-11: TECHNICAL BID COVERING LETTER FORMAT

TECHNICAL BID COVERING LETTER
(Bidder Letter head)

To

**The Member Secretary
ATLC, Bhubaneswar.**

Sub: Tender for selection of Service Provider Agency (SPA) for providing manpower to ATLC

Madam/ Sir,

I, the undersigned, offer to participate in the tender process to provide services for manpower 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 120 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 EOI document. In case any provision of this tender is found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory
With date and Seal

Name and Designation:

Address of the Bidder: _____

(FORM-T1)

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

15. Financial Turnover of the bidder for the last 3 financial years. (Duly certified by CA with UDIN)

Financial Year (FY)	Turn Over (in INR)	Average Turnover (in INR)
FY 2022-23		
FY 2023-24		
FY 2024-25		

16. Details of the similar types service provided by the bidder in last 7 years preceding due date:

Sl. No.	Name of Authority with complete address & Fax No.	Type of services provided with details of manpower deployed	Contract Amount (in INR)	Duration	
				From	To
1					
2					
3					
4					

17. Declaration

I, Shri Son / Daughter / Wife of Shri _____, Promoter/ Director /Authorized signatory of _____ (Name of the SPA), competent to sign this declaration and execute this tender;

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

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Representative with seal)

Place: _____.

Date: _____.

Enclosures:

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

(FORM-T2)

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 Signatory
(In full and initials)

Name and Designation of the Signatory:
Name of the Bidder and Address:

(FORM-T3)

UNDERTAKING

(On the Bidder's Letter Head regarding not has any pending judicial proceeding for any criminal offences)

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

I/we further certify that Promoter/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 Signatory
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

SECTION 12: FINANCIAL BID COVERING LETTER FORMAT

FINANCIAL BID COVERING LETTER
(Bidder Letter Head)

Date:

To

**The Member Secretary,
ATLC, Bhubaneswar.**

Sub: Expression of Interest for selection of Service Provider Agency for providing manpower to the ATLC on outsourcing basis. (Financial proposal)

Sir,

I, the undersigned, offer to provide the services for manpower to the ATLC on outsourcing 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 all taxes applicable except GST. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 120 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory
With date and Seal

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

(FORM-F1)

APPLICATION- FINANCIAL BID

For providing Manpower Assistance to ATLC

1. Name of tendering Manpower Service Provider:
2. Per Person Monthly Management Fee is inclusive of all statutory liabilities, taxes, levies, incidental expenses, cess etc. except GST:

<i>Per Person Monthly Management Fee (in %)</i>
<i>(in words and in figures)</i>

Place: _____.

(Signature of Authorized Representative with Seal)

Date: _____.

N.B:

The SPA has to quote the price for the Management Fee (in %) only, per person per month, as below:

- As per Finance Department Guidelines under Rule 264 – Evaluation of Bids Received, particularly clause (iv) regarding the Rate of Service Charge for Outsourcing of Services, the minimum service charge shall be 3.85% (3% profit plus transaction charge).
- The procuring authority may fix the service charge above 3.85% with proper justification, but it shall not exceed 7% under any circumstances.
- Note 1: In case multiple bidders quote the same lowest service charge, the L1 bidder shall be selected through a transparent lottery system.
- Note 2: While calculating the service charge, statutory dues such as EPF, ESI, GST, etc. shall not be included in the price.
- The SPA shall pay minimum wages along with EPF and ESI to the deployed personnel as per the latest notification of the GA & PG Department, Government of Odisha, including both employee and employer contributions.
- The Management Fee quoted by the SPA shall include all statutory compliances, incidental expenses, service charges, and other operational costs, excluding GST.
- GST shall be paid separately as per the prevailing rate on the total of wages, EPF, ESI, and Management Fee.
- The employee's share of EPF and ESI shall be deducted by the SPA from the personnel's wages, whereas the employer's share and Management Fee shall not be deducted from the personnel's remuneration.
- The SPA shall deposit all statutory dues with the concerned authorities and submit documentary proof of payment.
- Quoting zero or nil Management Fee shall not be accepted, and the financial bid shall be rejected.
- If the Management Fee quoted is unreasonably low, the bid may be rejected as per the decision of the committee.
- The Management Fee shall remain valid for three (3) years. However, in case of revision of minimum wages, the SPA may request revision, subject to approval by the Authority. Payment shall be made monthly based on the number of working days performed by the deployed manpower.

(Signature of Authorized Representative with Seal)

SECTION- 13: BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2.	Bid Processing Fee		
3.	Earnest Money Deposit (EMD) DD Number		
4.	Copy of Incorporation/ Registration Certificate of the Bidder		
5.	Copy of PAN		
6.	Copy of GSTIN		
7.	Copies of Income Tax Certificate for the last 3 (three) Financial years (2022-23,2023-24,2024-25) certified by CA		
8.	Copy of Valid EPF & ESI Certificate		
9.	Technical Bid duly filled in (Covering Letter, FORM-T1, T2 and T3)		
10.	Financial details of the bidder along with all the supportive documents such as copies of income/ Expenditure statement and Balance Sheet for the last 3 financial years certified by CA		
11.	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
12.	List of completed/ on-going assignments of similar nature (past experience details) along with the copies of work orders and/or agreements for the respective assignments from the authorities		
13.	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during the recent past (FORM-T2)		
14.	Undertaking for not having any police case pending against the bidder (FORM-T3)		
15.	Annexures		
FINANCIAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head		
2	Duly filled in Financial Bid (FORM-F1)		

(Signature of Authorized Representative with Seal)