

**Tender Document for Selection of a Service  
Provider Agency to provide services of Group-D  
Personnel on outsourcing basis.**



**THE HIGH COURT OF ORISSA, CUTTACK**

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# THE HIGH COURT OF ORISSA, CUTTACK

## TENDER NOTICE

**Bid Reference No. 13584**

**Date. 01.09.2026**

Bids in sealed cover are invited under a two-bid system from reputed, well established and financially sound Manpower Service Providers to provide services of Group-D personnel on outsourcing basis for day to day house orderly work, cooking, cleaning, dusting, gardening, marketing, housekeeping, other household works and office work under Establishment of High Court of Orissa, Cuttack. The details of the bidding process are as follows.

The details of the bidding process are as follows.

| Sl No. | Bidding schedule                                                | Deadline                  |
|--------|-----------------------------------------------------------------|---------------------------|
| 1.     | Date of issue of Tender Document                                | 07.09.2026                |
| 2.     | Bid Due Date and Time                                           | 28.09.2026 till 5:00 P.M. |
| 3.     | Opening of Technical Bids                                       | 29.09.2026 at 11:30 A.M.  |
| 4.     | Opening of Financial Bids of eligible Bidders                   | 03.10.2026 at 11:30 A.M.  |
| 5.     | Likely date for commencement of deployment of Required manpower | 16.11.2026                |

Bidders are required to submit the Technical and Financial 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 super-scribed “**Tender for Selection of a Service Provider Agency to provide services of Group-D Personnel on outsourcing basis**” must reach the undersigned on or before **28.09.2026 till 05.00 P.M.** by *speed post / registered post / courier* & can also be directly submitted at the Admin. Diary Section of the High Court of Orissa, Cuttack.

The bid documents containing eligibility criteria, scope of work, term and conditions of the tender and draft agreement can be downloaded from the official website of The High Court of Orissa, Cuttack.

Complete address for submission of bid.

The Registrar (Judicial),  
High Court of Orissa, Cuttack

By Order  
Sd/- S.R. Pradhan  
REGISTRAR (JUDICIAL)

Memo No. 13585 /Dated. 01.09.2026

Copy along with soft copy of notice and tender document forwarded to the Central Project Coordinator with a request to host the tender notice and tender document in the official website of the Court for information of the public and to download the same if required.

  
REGISTRAR (JUDICIAL)

Memo No. 13586 /Dated. 01.09.2026

Copy forwarded to the High Court/ Addl. Registrar-cum-Principal Secretary to Hon'ble the Chief Justice for information and necessary action.

  
REGISTRAR (JUDICIAL)







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## SECTION-I

### Instruction to Bidders

#### A. General Information:

1. The High Court of Orissa requires hiring of services of **130** Group-D personnel on outsourcing basis through Service Providing Agency for day to day house orderly work, cooking, cleaning, dusting, gardening, marketing, housekeeping, other household works and office work under Establishment of High Court of Orissa, Cuttack. The number of persons may increase or decrease subject to future requirements of the Court.
2. The period of contract for providing the aforesaid Group-D services is likely to commence from **16.11.2026 to 16.08.2027 or till the completion of recruitment process of Group-D employees of the Court whichever is earlier**. The period of contract may be curtailed/terminated before **16.08.2027** 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 High Court of Orissa, however, reserves the right to terminate the initial contract at any time after giving 30 days notice to the selected Service Provider.
3. The contract for providing manpower shall be terminated if the selected bidder fails to provide the manpower having expertise in house orderly works in residence such as cooking, cleaning, dusting, gardening, marketing, housekeeping, other household works and office work under Establishment of High Court of Orissa, Cuttack.
4. Eligibility Criteria

| Sl No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                      | Supporting documents to be Furnished along with Technical bid.                            |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 1.     | The bidder should be registered under either of the following appropriate authority such as <ul style="list-style-type: none"><li>• Registered under the companies Act, 2013 or</li><li>• Registered under the Indian partnership Act, 1932 or</li><li>• Registered under the Limited Liability partnership Act, 2008 or</li><li>• Registered as Proprietorship</li></ul> | Certificate of Incorporation/ Registration under competent authorities/ Partnership deed. |

|    |                                                                                                                                                                                                                                                                                           |                                                                                                                                                                 |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | The bidder must have at least <b>completed three years</b> in business out of preceding five years, by the end of financial year 2025-26 for providing services as mentioned under Scope of work to Central/ State Government / Autonomous Bodies/ Agencies / Societies/Corporate Bodies) | Copies of the work orders and completion certificate for the three years out of preceding five years by the end of financial year 2025-26 from the authorities. |
| 3. | The registered office / branch office of the Service Providing Agency 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/ Bank Passbook etc.                                              |
| 4. | The bidders must have an average annual financial turnover of Rs.5,00,00,000/- INR from the business related to outsourced services business during the last <b>three</b> financial years. (i.e., 2022-23, 2023-24, 2024-25/ 2025-26).                                                    | Copies of audited income/Expenditure statement & balance sheet for the concerned Period.                                                                        |
| 5. | s must have its own bank account in any scheduled bank situated in Odisha.                                                                                                                                                                                                                | Copies of the first page of passbook & transaction for the last six months.                                                                                     |
| 6. | The bidders should not have been black listed by any Central / State Govt. or any other public sector undertaking or corporation during the last <b>five years (on stamp paper)</b> .                                                                                                     | An undertaking to this effect to be furnished by the bidder as per the prescribed format                                                                        |
| 7. | The bidders must not have any pending judicial proceeding for any criminal offence against the proprietor, Director / persons to be deployed by the Service Providing Agency.                                                                                                             | An undertaking to this effect to be furnished by the bidder as per the prescribed format.                                                                       |
| 8. | Duly executed Power of Attorney in favour of the authorised signatory in applicable case.                                                                                                                                                                                                 | On a Stamp Paper.                                                                                                                                               |
| 9. | Other statutory documents.                                                                                                                                                                                                                                                                | Copies of<br>1. PAN Card<br>2. Registration certificate under GSTIN<br>3. Copies of EPF & ESI Registration                                                      |

|  |  |                                                                                                                                                                                                                                                                        |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | Certificate<br>4. IT returns for the last 3 Financial years i.e., 2022-23, 2023-24 & 2024-25 / 2025-26.<br>5. Monthly return filed under GST Act for last three tax periods.<br>6. Certificate in support of registration under State Labour Act/State Labour License. |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **B. Submission of Bid**

The proposal complete in all respects as specified must be accompanied with a non-refundable amount of **Rs.1000/-Only** towards Bid Processing Fee & Earnest Money Deposit (EMD) of **Rs.7,04,361/-(i.e. 3% of total contract value for 9 months)** in favour of **The Registrar (Judicial), The High Court of Orissa**, in shape of Demand Draft drawn in any **Nationalized Bank** failing which the bid will be outrightly rejected. The bid should be sent through speed post / registered post / courier & can also be directly submitted at the Admin Diary Section of the High Court of Orissa, Cuttack on or before **28.09.2026 till 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.

The bid has been invited under two bid systems i.e. Technical Bid & Financial Bid. The bidders will submit two separate envelopes super scribing for **Technical Bid** and another for **Financial Bid**. Both sealed envelopes must be kept in a third sealed envelope super scribing "**Tender for Selection of a Service Provider Agency to provide services of Group-D Personnel on outsourcing basis**".

Selected bidder will have to deposit a performance security @5% of the total 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 (Judicial), High Court of Orissa, Cuttack** as per proforma provided in the tender document 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).

**In case of claiming any Exemption, Valid Certificate is necessary where the availability of exemption must be recorded in the said Certificate.**

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 Providing Agency as per the existing terms & conditions of the tender.

**C. List of Documents for submission**

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

- 1) Application – Technical Bid.
- 2) Covering letter on the bidder's letter head.
- 3) Demand draft in support of Bid processing fee as applicable.
- 4) Demand draft in support of EMD as applicable.
- 5) Copy of certificate of incorporation of the firm / Registration of agency/ Partnership deed.
- 6) Self-Attested copy of PAN
- 7) Self-Attested copy of GSTIN along with monthly return filed under GST Act for last three tax periods.
- 8) Self-Attested copies of IT return for the last three financial years i.e., 2022-23, 2023-24, 2024-25 / 2025-26.
- 9) Self-Attested copies of EPF & ESI registration certificate.
- 10) Self-Attested copy of valid labour license.
- 11) Copy of Bank Account Statement of the Agency for the last six complete months.
- 12) Copies of the Income / Expenditure statements along with the balance sheet for the last 3 financial years including 2022-23, 2023-24 and 2024-25 / 2025-26.
- 13) Copies of the work orders and completion certificate from the previous

organizations for providing services of group-Ds for **complete three years** out of preceding five years by the end of financial year 2025-26 from the authorities.

- 14) Undertaking regarding non-black listed during the last five years (**on stamp paper**) i.e., 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26.
  - 15) Undertaking regarding non-pending of any judicial proceedings against proprietor or contractor or firm (on bidders letter head)
  - 16) Copy of Valid address proof of the office inside the State of Odisha, like copy of the electricity bill / land telephone bill/ Bank passbook.
  - 17) Copy of Valid Certificate for claim if any towards exemption in EMD & concession in Performance Security (If any).
  - 18) 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.
  - 19) Duly executed Power of Attorney in favour of the authorised signatory in applicable case.
- II. Any deviation from the prescribed procedures / required information / formats / conditions shall result in outright rejection of the bid. Any conditional bid shall be out rightly rejected.
- III. All entries along with the pages in the bid document should be legible, filled in clearly, signed by the authorized representative and **pages of bid document need to be numbered**. Interlineation, correction, eraser or over writing shall be treated as invalid. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.
- IV. The Technical bids shall be opened on the scheduled date and time **at 11:30 A.M. on 29.09.2026**, in the New Conference Hall of the old building of High Court of Orissa in presence of the Selection Committee and the representatives of the Service Providing Agencies, if any, who wish to be present on the spot at the time of opening of the Bids.
- V. The EMD 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.
- VI. 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.
- VII. 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.
- VIII. The bidder having the lowest evaluated financial bid (L-1) will 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 lottery in transparent manner.
- IX. The quoted rates shall not be less than the Minimum Wages fixed /notified by the Govt. of Odisha as per The Labour & ESI Department Notification No. 3920, BBSR dated 01.05.2026 and shall also include all statutory dues.
- X. The Service Providing Agency shall be liable for all kinds of dues payable in respect of personnel deployed / provided under the contract and the authority shall not be liable for any dues for availing the service of the personnel.
- XI. 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 11:30 A.M. on 03.10.2026** in the New Conference Hall of the Old Building of High Court of Orissa in presence of the Selection Committee and the representatives of the Service Providing Agencies, if any, who wish to be present on the spot at the time of opening of the Bids.
- XII. The Competent Authority of the High Court of Orissa reserves the right to annul all bids without assigning any reason.

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## SECTION-II

### SCOPE OF THE WORK

1. The High Court of Orissa requires the services of a reputed, well established and financially sound Service Provider Agency to provide services of Group-D personnel on contract outsourcing basis for day to day house orderly work and office work at Cuttack.
2. The full particulars of the personnel to be deployed by the Service Provider Agency including their names and addresses shall be furnished along with testimonials before they are actually deployed for the job.
3. The Service Provider Agency shall ensure that the minimum educational qualification of the deployed Group-D personnel should be 8<sup>th</sup> standard.
4. The persons deployed by the Service Provider Agency should have good police records and no criminal case should be pending against them. Police verification of the antecedent of the deployed personnel can be made at the direction of the High Court.
5. The Service Provider Agency shall ensure deployed persons should have no objection to work in the house-hold of the Judges, Judicial Officers of the Registry and they shall do whatever duty they are assigned in the house-hold of the Judges, Judicial Officers of the Registry and in the Office.
6. The Service Provider Agency while selecting and deploying the manpower in the residence shall keep in mind the availability of the above qualities of the manpower, failing which the contract may be cancelled on the ground of deficiency in service. The Service Provider Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

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### SECTION-III

#### GENERAL TERMS & CONDITIONS

1. The Agreement shall commence from **16.11.2026 to 16.08.2027 or till the completion of recruitment process of Group-D employees of the Court whichever is earlier** unless it is curtailed or terminated by the authority owing to deficiency of service, sub- standard quality of service provided, breach of contract etc. or change in requirements.
2. The High Court of Orissa, Cuttack, at present, has a tentative requirement of services of **130(One Hundred Thirty)** nos. of Group-D personnel on an outsourcing basis for day to day house orderly work and office work at Cuttack. The requirement of the High Court may further increase or decrease, even during the period of initial contract and the agency would have to provide the services of additional personnel, if required, on the same terms and conditions.
3. For all intents & purposes, the Service Providing Agency shall be the Employer within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Providing Agency shall not have any claim whatsoever like employer and employee relationship against this Department/Office under this agreement. The Service Providing Agency shall make them known about their position in writing before deployment for the required service under the comprehensive Service Contract.
4. It shall be the responsibility of the service providing agency to verify the qualification and experience of the outsourced personnel to be deployed. The deployed outsourced personnel will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced resources. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he / she has misrepresented the fact about his /her qualification / experience, the service providing agency will have to terminate the service of such person immediately.
5. The Service Provider Agency should be able to provide additional outsourced personnel support whenever required by the authority under the same terms and conditions. In case of leave of any such deployed personnel or leaving the job due to his / her own personal reasons the service providing agency will supply substitute candidate for the same without any additional charges. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service providing agency.
6. The attendance rolls of such deployed outsourcing personnel at the premises of their engaged locations shall be provided under monitoring of service providing

agency. These attendance rolls shall be signed by the authorized representative of service providing agency and the designated officer of concerned location. At the end of each month, the authority of the concerned location shall forward such attendance statement to the Hon'ble Court. No direct interaction between engaged outsourced personnel and the authority of the Hon'ble Court shall be made by any means. The leave for such engaged personnel shall be as per the leave rule of the State Govt. applicable to the outsourced employee.

7. The entire financial liability in respect of outsourcing personnel deployed in the client's location shall be that of the service providing agency and the Court will in no way be liable for the same. It will be the responsibility of the service providing agency to pay to the outsourced Group-D Personnel deployed an amount not less than the minimum wages as notified by the Labour & ESI Department, Govt. of Odisha.
8. The service providing agency must employ adult outsourced personnel as Group-D employee only. Employment of child labour will lead to the termination of the contract. Outsourced personnel to be deployed by the service providing agency for providing services of 130 numbers of Group-D personnel must be between age of 21 to 42 years and physically sound to perform the duties.
9. The Service Providing Agency shall be overall responsible for the personnel to be deployed as Group-Ds for performing the service. The authority shall not be responsible for any financial loss or any injury to any person caused by the Group-D personnel deployed by the Service Providing Agency in the course of their performing the functions / duties or payment towards any compensation.
10. The outsourcing personnel deployed for the purpose must have good moral character, cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
11. The Service Providing Agency shall exercise adequate supervision to ensure performance of personnel deployed to provide the services in accordance with the requirements. The Service Providing Agency shall depute one supervisor to supervise the work, and also overall management of the services to be rendered at the office of the authority.
12. Hon'ble Court reserves the right to transfer the deployed outsourced personnel to any locations of the State as per requirement under intimation to the service providing agency.
13. The Service Providing Agency shall be solely responsible for compliance to the provisions of various labour & Industrial laws including timely disbursement of wages and deposit of EPF, ESI, relating to services of personnel.
14. Service Providing Agencies shall maintain complete official records of

disbursement of wages and deposit of all statutory dues including ESI, EPF etc, in respect of manpower deployed for the purpose and GST (CGST & SGST) in time and furnish the evidence of disbursement of wage and deposit of statutory dues with the wage bill of succeeding months.

15. The Service Providing Agency shall maintain personal file in respect of all the personnel who are deployed at the Court's Establishment. The personal file should contain the data like Name, address, date of birth, sex, residential address (temporary & permanent proof thereof), Bank Account, EPF/ESI, etc. The Hon'ble Court reserves the right to view and inspect the personal file of any deployed outsourced personnel.
16. The outsourced personnel to be deployed by the Service Providing 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 effect must be provided by the Service Providing Agency prior to signing of the agreement.
17. The Service Providing Agency shall also ensure that the personnel deployed are medically fit and keep a record of their medical fitness. The Service Providing Agency shall withdraw such deployed personnel who are not found suitable by this office for any reasons immediately on receipt of such a request.
18. The Service Providing Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity detrimental to the interest of the authority.
19. The Service Providing Agency shall provide photo ID card to its personnel deployed at site at its own cost.
20. The authority shall not be liable for any compensation in case of any fatal injury/death caused to any personnel while performing/discharging their duties/for inspection or otherwise.
21. In case of any theft or pilferages, loss or other offences, the Service Providing Agency 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 needed joint inquiry comprising of both parties shall be conducted and as per report responsibility will be fixed.
22. 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 Service Providing Agency. Authority shall have the right to deduct an appropriate amount from the bill of the Service Providing Agency. In case of frequent lapses on the part of the personnel deployed by the Service Providing Agency, Authority shall be within its

right to terminate the contract or take any other action without assigning any reason whatsoever.

23. In the event of any personnel being on leave / absent, the Service Providing Agency shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service Providing Agency is liable to provide the suitable replacement within 3 working days. The Authority will not pay an extra charge for the substitute.
24. In case of delay in 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.
25. There would be no increase in rates payable to the Service Providing Agency during the contract period. However, the wages of the employees may be enhanced taking into account the escalation of Labour Charges by the State Government.
26. The Service Providing Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights & liabilities under this Agreement to any other agency or organization. Subcontracting is not allowed under this agreement.
27. The service providing agency shall be responsible for compliance with all statutory provisions relating to minimum wages payable to outsourced personnel deployed at the client's location. Wages shall be credited directly into the respective bank accounts of the engaged personnel by the last day of each month after deduction of applicable statutory dues, with monthly payment slips and detailed break-ups submitted to the Hon'ble Court. After completion of one month's service, the agency shall raise its monthly bill, accompanied by the duly verified attendance sheet, and submit it to the Hon'ble Court by the 2nd day of the succeeding month. The Hon'ble Court shall release payment in favor of the service provider by the second week of the succeeding month.
28. The deployment of the group-D personnel shall be purely on an outsourced basis. The Service Providing Agency shall at all times make it absolutely clear to the deployed outsourced personnel about it. The services of outsourced group-Ds deployed can be removed any time by giving notice to the Service Providing Agency.
29. The personnel deployed by the Service Providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the continuance or expiry of the Agreement.
30. In case of termination of this Agreement on its expiry or otherwise, the personnel deployed by the Service Providing Agency shall not be entitled to and shall have

no claim for any absorption in regular or other capacity.

31. The personnel deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the office. Undertaking to this effect from the person deployed shall require to be submitted by the Service Providing Agency at the time of commencement of such deployment.
32. In the event of failure of Service Providing Agency to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited and the agreement shall be deemed terminated.
33. The Service Providing Agency shall ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the authority.
34. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
35. 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 Registrar to be nominated by the Authority, High Court of Orissa for his decision and his decision shall be binding on all parties.
36. 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 Service Providing Agency will be recovered by forfeiture of performance security.
37. In case the Service Providing Agency fails to comply with any liability under appropriate law and as a result thereof, the High Court is put to any loss/obligation, monetary or otherwise, the High Court will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Providing Agency, to the extent of the loss or obligation in monetary terms.
38. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-disbursement of monthly wage of the personnel deployed and non-deposit of statutory dues. This Court will have no liability towards non-payment of monthly wages to the persons deployed by the Service Providing Agency and non-deposit of statutory dues by the Service Providing Agency with concerned authorities except adhering to the measures to ensure timely disbursement of wage and deposit of statutory dues.
39. The Service Providing Agency will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage Misrepresentation of documents/ Information, may lead to termination of bid as well as agreement.

40. The successful bidder will enter into an agreement with the High Court to provide outsourced group-D services through deployment of eligible personnel as per requirement of the High Court on the above terms and conditions.
41. The figures up to two decimals shall be taken into account in calculating the quoted value.
42. The Hon'ble Court reserves every right to terminate the contract at any time before the actual date of expiry of the contract in case the performance of service rendered by the service provider is found to be unsatisfactory.

**LEGAL JURISDICTION:-**

1. If a dispute arises out of or in connection with this contract, the parties should agree to submit that dispute to Arbitration and Conciliation under the Arbitration & Conciliation Act, 1996.
2. All disputes in this connection shall be settled in Cuttack Jurisdiction only.
3. Orissa High Court reserves the right to modify and relax any of the terms and conditions of the tender by publishing such amendments in a manner that all prospective bidders will be kept informed about it.
4. Orissa High Court reserves the right to cancel this tender or modify the tender at any stage of Tender Process Cycle.

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#### SECTION-IV

#### DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

- 1) Application – Technical Bid.
- 2) Covering letter on the bidder's letter head.
- 3) Demand draft in support of Bid processing fee as applicable.
- 4) Demand draft in support of EMD as applicable.
- 5) Copy of certificate of incorporation of the firm / Registration of agency/ Partnership deed.
- 6) Self-Attested copy of PAN
- 7) Self-Attested copy of GSTIN along with monthly return filed under GST Act for last three tax periods.
- 8) Self-Attested copies of IT return for the last three financial years i.e., 2022-23, 2023-24, 2024-25/ 2025-26.
- 9) Self-Attested copies of EPF & ESI registration certificate.
- 10) Self-Attested copy of valid labour license.
- 11) Copy of Bank Account Statement of the Agency for the last six complete months.
- 12) Copies of the Income / Expenditure statements along with the balance sheet for the last 3 financial years including 2022-23, 2023-24 and 2024-25 / 2025-26.
- 13) Copies of the work orders and completion certificate from the previous organizations for providing services of group-Ds for **complete three years** out of preceding five years by the end of financial year 2025-26 from the authorities.
- 14) Undertaking regarding non-black listed during the last five years (**on stamp paper**) i.e., 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26.
- 15) Undertaking regarding non-pending of any judicial proceedings against proprietor or contractor or firm (on bidders letter head)
- 16) Copy of Valid address proof of the office inside the State of Odisha, like copy of the electricity bill / land telephone bill/ Bank passbook.
- 17) Copy of Valid Certificate for claim if any towards exemption in EMD & concession in Performance Security (If any).
- 18) 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.
- 19) Duly executed Power of Attorney in favour of the authorised signatory in applicable case.



**PROFORMA FOR FURNISHING EXPERIENCE**

| Sl. No | Name of the Govt. Organization, Institute/ Public Sector Undertakings | Period of Contract | Contract Value (Per Annum) | Nos. of Group-Ds Engaged (Category wise) | Copy of work order/ Letters with page number | Copy of completion Certificate/ letters with page number |
|--------|-----------------------------------------------------------------------|--------------------|----------------------------|------------------------------------------|----------------------------------------------|----------------------------------------------------------|
|        |                                                                       | 2021-22            |                            |                                          |                                              |                                                          |
|        |                                                                       | 2022-23            |                            |                                          |                                              |                                                          |
|        |                                                                       | 2023-24            |                            |                                          |                                              |                                                          |
|        |                                                                       | 2024-25            |                            |                                          |                                              |                                                          |
|        |                                                                       | 2025-26            |                            |                                          |                                              |                                                          |

Signature of Authorized signatory on  
behalf of SPA

(Name)

(Seal of the Agency)

**NB:**

- i) Experience in Central/ State Government / Autonomous Bodies/ Agencies / Societies/Corporate Bodies should be mentioned.
- ii) Figure should be Year wise & Organization wise.







**SECTION-V**

**TECHNICAL BID**

**COVERING LETTER**

(BIDDER LETTER HEAD) [Location, Date]

To

**The Registrar (Judicial),  
High Court of Orissa, Cuttack, 753002**

**Sub: Tender for hiring of "Services of Group-D personnel on outsourcing basis at High Court of Orissa, Cuttack.**

Dear Sir,

I, The Undersigned, offer to participate in the tender process to provide services of Group-D personnel on outsourcing basis in accordance with your Tender Notice No:....., Dt..... 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.

Designation -

Yours faithfully,

Address of the Bidder -

Authorized Signatory on behalf of SPA with Date & Seal

**APPLICATION - TECHNICAL BID**

|     |                                                                     |                                                                         |
|-----|---------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1.  | Name of the Bidder                                                  |                                                                         |
| 2.  | Details of Bid Processing Fee :<br>(Demand Draft Details)           | DD No.:<br>Date:<br>Amount:<br>Drawn on Bank                            |
| 3.  | Earnest Money Deposit<br>(Demand Draft Details)                     | DD No.:<br>Date:<br>Amount:<br>Drawn on Bank                            |
| 4.  | Name of the Director                                                |                                                                         |
| 5.  | Full Address of Registered Office.                                  | Postal Address:<br><br>Telephone Number.<br>FAX No.:<br>E-mail Address: |
| 6.  | Name & telephone number of the<br>authorized person signing the bid | Name and Designation:<br><br>Mobile Number                              |
| 7.  | Bank Name                                                           | Account Number:<br><br>Bank and Branch Name:<br><br>IFSC Code           |
| 8.  | PAN No. (Attach self attested copy)                                 |                                                                         |
| 9.  | GSTIN (Attach self attested copy.)                                  |                                                                         |
| 10. | E.P.F Registration No.<br>(Attach self attested copy)               |                                                                         |
| 11. | E.S.I Registration No.<br>(Attach self attested copy)               |                                                                         |
| 12. | Labour License No.<br>(Attach self attested copy)                   |                                                                         |
| 13. | Acceptance to all the terms & conditions of the<br>tender (Yes/No). |                                                                         |
| 14. | Power of Attorney on stamp paper.                                   |                                                                         |

|    |                                                         |  |
|----|---------------------------------------------------------|--|
| 15 | Undertaking in support of non-pending of criminal case. |  |
| 16 | Total number of pages in the tender document.           |  |

| 17. Financial turnover of the Service Provider Agency for the last 3(three) Financial Year: |                |                |
|---------------------------------------------------------------------------------------------|----------------|----------------|
| Financial Year                                                                              | Amount in lakh | Remarks if any |
| 2022-23                                                                                     |                |                |
| 2023-24                                                                                     |                |                |
| 2024-25                                                                                     |                |                |
| 2025-26                                                                                     |                |                |
| 18. Additional information, if any (Attach separate sheet, if required)                     |                |                |

**Signature of Authorized Person with Seal**

**Date:**

**Place:**

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

## DECLARATION

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

**(Signature of Authorised 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 organisation 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 last 5(Five) years.

**Yours sincerely,**

**Authorised**

**Signature**

**Name and Designation of  
the Signatory:**

**Name of the  
Bidder and  
Address:**

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## UNDERTAKING

○ [On the Bidder's Letter Head regarding not have any pending judicial proceedings 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 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. 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 Stamp Paper)**

I, \_\_\_\_\_, the \_\_\_\_\_ of (Name of the Agency) in witness whereof certify that <Name of The Person> is authorised to execute the attorney on behalf of <Name of The Organisation>, <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:**





## 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**.

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**SECTION-VI**  
**FINANCIAL BID**  
**COVERING LETTER**

(BIDDER LETTER HEAD)

(LOCATION, DATE)

To

The Registrar (Judicial),  
High Court of Orissa, Cuttack, 753002

Sub: Tender for hiring of "Services of Group-D personnel on outsourcing basis  
at High Court of Orissa, Cuttack.

Sir,

I, the undersigned, offer to provide the services for **130(One Hundred Thirty)** Group-D Personnel 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 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 on  
behalf of SPA

Name and Designation of Authorized Signatory

with Date and Seal:

Address of the Bidder:

| APPLICATION – FINANCIAL BID                                                                           |                                                    |                                                   |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------|
| FOR PROVIDING SERVICES OF GROUP_D PERSONNEL ON OUTSOURCING BASIS IN THE HIGH COURT OF ORISSA, CUTTACK |                                                    |                                                   |
| Name of the Service Providing Agency:                                                                 |                                                    |                                                   |
| 1                                                                                                     | 2                                                  | 3                                                 |
|                                                                                                       | Rate per month per Group-D personnel (30 man days) | Monthly rate in total for 130 personnel (Group-D) |
| Wages (Per Month)                                                                                     |                                                    |                                                   |
| E.P.F (Per Month)                                                                                     |                                                    |                                                   |
| E.S.I. (Per Month)                                                                                    |                                                    |                                                   |
| Service Charge (Per Month)                                                                            |                                                    |                                                   |
| GST (Per Month)                                                                                       |                                                    |                                                   |
|                                                                                                       | <b>Total</b>                                       | <b>Total</b>                                      |
| Total Charges for for 130 nos. of outsourced group-D personnel for 9(Nine) Months                     |                                                    |                                                   |

Date:

Signature of authorized signatory

on behalf of SPA with seal

Place:

Full Name:

Telephone No/Mobile No.:

e-mail ID:

**Notes :**

1. The total rates quoted by the Service Providing Agency should be inclusive of all statutory dues in force at the time of entering into contract.
2. The minimum service charge to be quoted by the Service Providing 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.
3. The figures up to two decimals shall be taken into account in calculating the quoted value.
4. The disbursement of wage shall be on the basis of actual man days of services.

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**SECTION - VII**  
**BID SUBMISSION CHECK LIST**

| Sl. No. | Description                                                                                                                                                                                                                                   | Submitted<br>(Yes/No) | Page<br>No. |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| 1.      | APPLICATION -TECHNICAL BID (ORIGINAL)                                                                                                                                                                                                         |                       |             |
| 2.      | Covering Letter in Bidders Letter Head                                                                                                                                                                                                        |                       |             |
| 3.      | Bid Processing Fee                                                                                                                                                                                                                            |                       |             |
| 4.      | EMD                                                                                                                                                                                                                                           |                       |             |
| 5.      | Copy of Incorporation / Registration Certificate of the Bidder                                                                                                                                                                                |                       |             |
| 6.      | Copy of PAN card                                                                                                                                                                                                                              |                       |             |
| 7.      | Copy of the registration certificate under GSTIN along with monthly return filed under GST Act for last three tax periods.                                                                                                                    |                       |             |
| 8.      | Copies of Income Tax return for the last three Financial years i.e. 2022-23, 2023-24, and 2024-25 / 2025-26.                                                                                                                                  |                       |             |
| 9.      | Copy of valid EPF registration certificate.                                                                                                                                                                                                   |                       |             |
| 10.     | Copy of valid ESI certificate                                                                                                                                                                                                                 |                       |             |
| 11.     | Copy of valid labour license                                                                                                                                                                                                                  |                       |             |
| 12.     | Financial details of the bidder along with all the supportive documents showing Annual Turnover for the last 3 financial years i.e. 2022-23, 2023-24, and 2024-25/ 2025-26.                                                                   |                       |             |
| 13.     | Duly executed Power of Attorney in favour of the authorised signatory in applicable case.                                                                                                                                                     |                       |             |
| 14.     | Copies of the work orders and completion certificate from the previous organizations for providing services of Group-Ds for <b>complete three years</b> out of preceding five years by the end of financial year 2025-26 from the authorities |                       |             |
| 15.     | Undertaking <b>on a stamp paper</b> for not having been black-listed by any Central / State Govt./ any Autonomous bodies during the last five years.                                                                                          |                       |             |
| 16.     | Undertaking for not having any Police case pending against the bidder                                                                                                                                                                         |                       |             |
| 17.     | Valid address proof of the Office within the State of Odisha.                                                                                                                                                                                 |                       |             |
| 18.     | Valid certificate for claim exemption (if Any) towards EMD and concession in Performance Security.                                                                                                                                            |                       |             |
| 19.     | Bank Account Statement of the Agency for the last Six Months.                                                                                                                                                                                 |                       |             |

|     |                                                                                                                                                                            |  |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 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. |  |  |
|     | <b>Financial Bid (Original)</b>                                                                                                                                            |  |  |
| 21. | Covering Letter in Bidders Letter head                                                                                                                                     |  |  |
| 22. | Duly Filled in Financial Bid                                                                                                                                               |  |  |

Authorized Signatory [In full initials]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

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 signatory.

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SECTION - VIII

**PERFORMANCE BANK GUARANTEE FORMAT**

To

**The Registrar (Judicial),**

**The High Court of Orissa, Cuttack**

**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 Bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the Authorized Officer of the Bank)

...



**SECTION-IX**

**CONTRACT**

**BETWEEN**

**The Registrar(Judicial), The High Court of Orissa, Cuttack.**

**AND**

**Service Providing Agency namely M/s.- for providing Services of Group-D Personnel  
on outsourcing basis at High Court of Orissa, Cuttack.**

This CONTRACT is made on the \_\_\_\_\_ between,  
The Registrar(Judicial), Orissa High Court, Cuttack (hereinafter called as the "Authority")  
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 Providing Agency")  
of the 2<sup>nd</sup> 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 work order vide Letter No. \_\_\_\_\_  
Dated. \_\_\_\_\_ to Service Providing Agency for supply of services of execution of Services  
of 130 group-D Personnel on outsourcing basis at High Court of Orissa, Cuttack and  
offered its willingness for proper execution of the work as per terms and conditions of an  
agreement.

*AND WHEREAS* above stated offer and willingness conveyed under Letter  
\_\_\_\_\_ Dated \_\_\_\_\_ has been duly accepted by the  
Service Providing Agency namely M/s. -----vide its Letter No. \_\_\_\_--  
-----dated. \_\_\_\_\_ for execution and completion of services subject to the  
fulfillment of the terms and conditions.

**NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**Scope of Work:**

The Service Providing Agency shall deploy efficient and experienced personnel to  
render the required service of 130 group-D Personnel on outsourcing basis at High Court of  
Orissa, Cuttack

**1. Agreement Period:**

This Agreement shall remain valid for a period of Nine Months effective from  
16.11.2026 to 16.08.2027 (both days inclusive) or till the completion of recruitment  
process of Group-D employees of the Court whichever is earlier.

There would be no increase in rates payable to the Service Providing Agency during the  
contract period except reimbursement of the incremental wage consequent upon  
revision of wage by the State Government. The Service Providing Agency shall 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 the Authority along with the wage bill while submitting for the subsequent month.

No other terms and conditions put forth by Service Providing Agency shall be considered for acceptance during the contract period. The Authority is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill unless it is found to be correct in all respect.

## **2. Terms of Payment:**

### **a) Security Deposit:**

The Service Providing Agency shall have to deposit an amount of @5% 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 (Judicial), High Court of Orissa, Cuttack. This will be treated as performance Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

b) The Service Providing Agency shall raise the bill for each complete month and submit it along with attendance sheet/absentee statement duly verified by its authorized person in respect of the personnel deployed and submit the same to this Court in the first week of the succeeding month. The payment will be released by the 2<sup>nd</sup> week of the succeeding month.

c) The Service Providing Agency shall have to disburse the wage of the deployed personnel as group-Ds for the concerned billing period to their respective bank account through online transfer and submit the details to the authority for necessary records.

## **3. Authority Signatory:**

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

b) The Service Providing Agency 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 Signatory of authority, whose names will be intimated by the said authority.

## **4. Risk & Responsibility:**

a. The Service Providing Agency shall without limit to its obligations and responsibilities will ensure and keep insured its personnel so deployed at at the District Court Digitization Hubs (DCDH) / District Court Digitization Centres (DCDC) in the District and Subordinate Courts across the State against all liabilities for death and injury whatsoever on account of any accident in the course of performing duty. The Authority 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 Providing Agency.

b. The Service Providing Agency shall comply with 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 authority.

- c. The Service Providing Agency shall provide uniformed staff to perform the services. The employees of Service Providing Agency entering the premises of the Authority shall have proper uniform and shall display identity proof on their person in the course of duty hour.
- d. The Service Providing Agency shall conduct periodic general medical check-up of its employees at its own cost. In the event any of the deployed personnel is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- e. The Service Providing Agency shall deploy supervisor who is to remain present at the place of work during working hours to ensure satisfactory services under this Agreement. It 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.
- f. The Service Providing Agency shall ensure that its deployed personnel 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 Authority.
- g. "Right man for Right Job" shall be followed to avoid accidents at the workplace. It shall be the duty of the Service Providing Agency and Supervisor of the Service Providing Agency to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.

**5. Statutory Compliances:**

- a) The Service Providing Agency shall be responsible for statutory compliance and must ensure coverage of its deployed personnel 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 Providing Agency shall maintain proper records & documents and produce them to the authorized representative of the Authority 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 Providing Agency shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service and shall furnish as and when demanded.
- c) The Service Providing Agency shall be responsible for the disbursement of wage and deposit of all other statutory dues/legal dues of its deployed personnel under this agreement. The payment/ consideration contemplated under this Agreement shall be released by the Authority only upon production of online EPF & ESI deposit as well as GST deposit receipts that was released during the preceding month. Without such

supportive documents as the proof of deposit of afore mentioned statutory dues the wage bill for subsequent months shall not be passed.

- d) The Service Providing Agency shall provide First Aid facilities at the work place according to applicable laws.
- e) In the event of the Service Providing Agency failing to comply with any of the provision of the statutes applicable to it resulting in the Principal incurring any expenditure thereafter including facing litigation, the Service Providing Agency shall indemnify such expenditure and other damages, losses as may be estimated by the Authority. The Authority may take appropriate action to recover the same from the Service Providing Agency, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through The High court of Orissa, Cuttack.
- f) The deployment of the personnel as group-Ds shall be purely on outsourced basis. The Service Providing Agency shall at all times make it absolutely clear to the deployed outsourced manpower about it. The services of outsourced group-Ds deployed can be removed any time by giving notice to the Service Providing Agency.
- g) The outsourced personnel shall have no claim for absorption in regular or any other capacity, nor shall they be entitled to any benefit, compensation or regularization of deployment with the office. An undertaking to this effect shall be obtained from each person deployed by the Service Providing Agency at the time of commencement of such deployment.

#### **6. Liability and Indemnity:**

The Service Providing Agency shall be responsible and liable for and shall indemnify the authority and keep the High Court of Orissa, Cuttack 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 Authority 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 Providing Agency or its facility staff.
  - II. any theft, robbery, fraud or other wrongful action or omission by the firm and /or any of its facility staff.

#### **7. Limitation of Liability:**

In any case the liability of the Service Providing Agency shall not exceed 10% per occurrence.

#### **8. Sub-Contracting:**

The Service Providing Agency 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 Authority in case of emergency requirements.

**9. Loss/ Theft / Damage:**

The Service Providing Agency shall be responsible for any losses, theft, damages caused to properties belongs to the Authority because of any act of negligence, commission or omission of its employees while discharging their duties.

**10. Exclusion of Consequential Loss:**

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

**11. Breach of Agreement, Penalty & Termination of Agreement:**

a) Breach of Agreement:

In case of breach of Agreement or default by the Service Providing Agency, the Authority shall have a right to forfeiture of security deposit, legal action for recovery of money with liberty to the Authority to terminate the agreement.

b) Penalty:

- i. A quality check procedure will be developed by the Authority against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Service Providing Agency.
- ii. Where there is non-performance/ unsatisfactory/ sub-standard performance of its obligation in the part of the Service Providing Agency, the Authority shall give a written notice of the default and or omission or commission and the Service Providing Agency shall submit its response within 7 (seven) days from the date of issue of such notice.
- iii. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the Authority shall have the right to deduct from the monthly bill of the Service Providing Agency 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 Authority shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly, the Service Providing Agency shall have the right to terminate the contract in case the Authority fails to pay the admissible amount in more than 3 occasions in a calendar year.

**12. 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 Authority and such decision can't be questioned in any court of law.

**13. Jurisdiction:**

The High Court of Orissa shall have jurisdiction to decide any disputes or litigations between the parties hereto.

**Documents:**

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

1. Scope of Work (Section-II of Tender Document)
2. General Terms and Condition ( Section-III of Tender Document)

*Signature of Authorized Signatory*

\_\_\_\_\_  
(Authority)

\_\_\_\_\_  
(Authorized Signatory on behalf  
of Service Providing Agency)

*Witnesses:*

On behalf of Authority

1.

2.

On behalf of Service Providing Agency

1.

2.