



**ODISHA REAL ESTATE REGULATORY AUTHORITY**  
**Block-A1, 3<sup>rd</sup> Floor, Toshali Bhawan, Satya Nagar, BHUBANESWAR-751007**

No. 2219 /ORERA  
ORERA-OE-I-ENG-66/2024

Dated. 11.04.2025

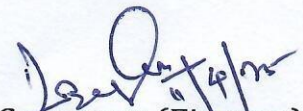
**NOTICE**

Applications in the prescribed format are invited from the reputed and intending bidders /manpower service provider agencies to provide services of the following personnel on outsourcing basis required for day to day official works of ORERA.

<b>Sl. No.</b>	<b>Description of the resources for providing required services</b>	<b>Number of personnel required</b>
(i)	Data Entry Operator	-10(ten)
(ii)	Driver	-1(one)
(iii)	Group-D personnel	-12(twelve)
(iv)	Cleaning & Sweeping Personnel	-2(two)

The last date submission of tender/bid document is dated 28.04.2025 by 5.30 P.M. Application received beyond the date and time shall be summarily rejected. The format of bid documents is available in ORERA website at the link <http://rera.odisha.gov.in> .

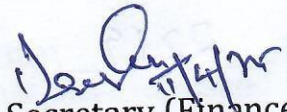
By order of Chairperson

  
Joint Secretary (Finance)

Memo No. 2220 /ORERA

Dtd. 11.04.2025

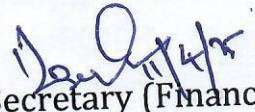
Copy forwarded to the Secretary for kind information/ Consultant, PR for hosting in the office notice board and in the ORERA website along with enclosures for wide circulation.

  
Joint Secretary (Finance)  
Jax

Memo No. 2221 /ORERA

Dtd. 11.04.2025

Copy forwarded to the Director, Housing & Ex-officio Addl. Secretary to Government , H&UD (OUHM) Deptt. for information.

  
Joint Secretary (Finance)  
Jax



# **BID DOCUMENTS**

## **FOR**

**Selection of Manpower Service Provider  
for Providing Data Entry Operators  
(DEOs), Driver, Group-D, Cleaning &  
Sweeping  
Personnel in ORERA, Bhubaneswar.**

**ODISHA REAL ESTATE REGULATORY AUTHORITY**  
**A-1 Block, 3<sup>rd</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar-**  
**751007**

<https://rera.odisha.gov.in>

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**SECTION- I**

**INSTRUCTION TO THE BIDDERS.**

**IMPORTANT INFORMATION FOR BIDDER:**

a	Availability of tender document	ORERA website: <a href="https://rera.odisha.gov.in">https://rera.odisha.gov.in</a> from 11.04.2025 to 28.04.2025
b	Date and time for submission of the Tender documents by speed post/Registered post/courier	Up to 5.00 PM. of dated 28.04.2025
c	Bid Processing fee	₹1,000/-
d	Earnest money deposit / BID security	₹50,000/- (Cost of tender paper and EMD in shape of MR/DD in favour of Odisha Real Estate Regulatory Authority, Bhubaneswar to be annexed with the Technical Bid)
e	Date, time and venue of opening of Bids: (i) Technical Bid (ii) Financial Bids of eligible Tenders  (iii) Venue	Date 30.04.2025 Opening of Financial bid shall be communicated after completion of technical evaluation. Odisha Real Estate Regulatory Authority, A1 Block, 3 <sup>rd</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar-751007

## **A. General Information.**

1. The ORERA required the services of reputed & established Manpower Service Provider to provide services of following personnel on contract basis for day-to-day official work.

Sl. No.	Name of personnel	Number
(i)	Data Entry Operator	-10(ten)
(ii)	Driver	-1(one)
(iii)	Group-D personnel	-12(twelve)
(iv)	Cleaning & Sweeping Personnel	-2(two)

2. The initial period of contract is for 01(one) year and the contract may be further extended considering the requirement of the Authority for manpower, subject to satisfactory performance by the outsourced personnel. The contract may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower provided by the selected Manpower Service Provider or because of change in Authority's requirement. The Authority reserves the right to terminate this initial contract at any time after giving 01 (one) month notice to the Service Provider.
3. The estimated cost of the Contract is Rs 5500000/- (Rupees Fifty Five Lakhs only).
4. The requirement of personnel may increase/decrease later on subject to sanction of further services by the Government.
5. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the services to be performed before preparation and submission of their bid.

6. The various critical dates relating to the above tender process are as under:

Bidding Schedule	Deadline
Date of Issue of Tender	dt. ___/___/2025
Tender Due Date	dt. 28/04/2025 (up to 5.00 PM)
Opening of Technical Bid	dt. 30/04/2025 at 11.30 AM
Opening of Financial Bid of Qualified Bidder	Opening of Financial bid shall be communicated after completion of technical evaluation.

7. The technical bids will be opened on dt. 30/04/2025 at 11.30 AM at ORERA, Bhubaneswar in the presence of the authorized representative of the participated bidders (limited to one only) , if any, who wish to present at the meeting. The financial bid of only those bidders will be opened whose technical bids are found to be in order. Opening of Financial bid shall be communicated after completion of technical evaluation.
8. The interested Manpower Service Providers may submit the tender document complete in all respects addressed to the Secretary, Odisha Real Estate Regulatory Authority, Bhubaneswar (ORERA), A1 Block, 3<sup>rd</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar-751007 by **Registered Post/Speed Post/Courier** only, along with Earnest Money Deposit (EMD) / bid security fee of ₹50,000/- and a non-refundable bid processing fee of ₹1000/- along with other valid requisite

documents on or before **dt. 28/04/2025 up to 5.30 P.M.** (both in the shape of Demand Draft of any Nationalised/ Scheduled commercial bank). ORERA will not be responsible for any postal delay.

9. The tender has been invited under two bid system i.e., (i) **Technical Bid** and (ii) **Financial Bid**. The interested bidders are advised to submit two separate sealed envelopes superscribing **“Technical Bid & “Financial Bid for Providing man power services” to ORERA** separately. Both sealed envelopes should be kept in another sealed envelope superscribing **“Technical Bid & “Financial Bid for Providing man power services” to ORERA**. The tender should be addressed to the **“Secretary, Odisha Real Estate Regulatory Authority, A1 Block, 3<sup>rd</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar-751007.**
10. **Earnest Money Deposit (EMD):** The EMD amount of **₹50,000/-** in shape of Demand Draft of any Nationalised/ Scheduled commercial bank drawn in favour of Secretary, Odisha Real Estate Regulatory Authority, Bhubaneswar should necessarily be accompanied with the Technical Bid of the Service Provider.
11. Any form of consortium and joint venture is not allowed under this tender.
12. The competent authority reserves the rights to reject any / all bids and cancel the tender process without assigning any reasons thereof.

**Complete Address for submission of bid:  
The Secretary, Odisha Real Estate Regulatory Authority,  
A1 Block, 3<sup>rd</sup> Floor, Toshali Bhawan,  
Satya Nagar, Bhubaneswar-751007.**

Email: [raodisha@gmail.com](mailto:raodisha@gmail.com)

## B. Eligibility Criteria

Sl. No.	Eligibility Criteria	Documents to be furnished along with the Technical Bid
1	<p>The bidder should be registered under appropriate authority, such as</p> <ul style="list-style-type: none"><li>• Companies Act 1956 / 2013</li><li>• Indian Partnership Act 1932</li><li>• Indian Trusts Act 1882</li><li>• Societies Registration Act 1860.</li><li>• Limited Liability Partnership Act 2008.</li></ul>	<p>Certificate of Incorporation / Registration (Each page should be numbered)</p>
2	<p>Must have at least five years in business of providing resources deployment services (up to the last date of submission of bid) of similar type to Central / State Government/ Autonomous bodies / agencies / societies / corporate bodies</p>	<p>Copies of the work order / contract document/ completion certificate from the previous authorities to be enclosed. (Each page should be numbered)</p>
3	<p>The registered / branch office of the service provider must be located within the jurisdictional area of Odisha.</p>	<p>Valid address proof of the office (copy of the Telephone / Electricity Bill / Lease agreement of the rented premises) (Each page should be numbered)</p>
4	<p>Must have an average annual financial turnover of Ten Lakh INR during the last five financial years ending on Dt. 31.03.2024. (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) from the business related to resources deployment services only.</p>	<p>Filled in <b>FORM – T1</b> containing general details of bidder and declaration along with certified copies of audited Income / Expenditure statement and Balance sheet for the concerned period. All statement/ documents certified by the CA should contain valid UDIN .</p>

		(Each page should be numbered)
5	Must have its own bank account in any scheduled commercial bank situated in Odisha.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender. (With proper page marking) (Each page should be numbered)
6	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority during the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format <b>(FORM – T2)</b> (Each page should be numbered)
7	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format <b>(FORM – T3)</b> (Each page should be numbered)
8	Other statutory documents to be furnished as part of technical bid:	<b>Copies of :</b> <ul style="list-style-type: none"> <li>• PAN,</li> <li>• GSTIN Certificates</li> <li>• EPF &amp; ESI Registration Number</li> <li>• IT Return for the last five assessment years of 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 &amp; 2024-25.</li> </ul> (Each page should be numbered)

***Bidders should submit the required documents as mentioned above with due page sl. No. and entry in the index. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.***

***Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the tender requirements will result in outright rejection of the bid.***

### **C. Submission of Bid**

The bid completes in all respect as specified in the tender document must accompanied with a bid processing fee amount of **Rs. 1000.00 (Rupees one thousand only)** and **“Bid Security /EMD amount of Rs.50,000/- (Rupees fifty thousand only)”** both in the form of Demand Draft in favour of **“Secretary, ORERA”**. The bid processing fee is non refundable. But the EMD / bid security amount is refundable in case of unsuccessful bidder. The bid complete in all respect should be submitted through **Speed Post/ Registered Post / Courier** so as to reach by **28/04/2025 (up to 5.30 PM)** to the authority.

The authority will not be responsible for any postal delay. Bids without **Bid Processing Fee and Bid Security fee/ EMD** as applicable shall be rejected. Bids submitted after due date and time will be not be taken into consideration.

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 - TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING DATA ENTRY OPERATORS (DEOS), DRIVER, GROUP-D, CLEANING & SWEEPING PERSONNEL IN ORERA, BHUBANESWAR”.**

and

**“FINANCIAL BID - TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING DATA ENTRY OPERATORS (DEOS), DRIVER, GROUP-D, CLEANING & SWEEPING PERSONNEL IN ORERA, BHUBANESWAR”.**

Both sealed envelopes must be kept in a third sealed envelope super scribing **“TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING DATA ENTRY OPERATORS (DEOS), DRIVER, GROUP-D, CLEANING & SWEEPING PERSONNEL IN ORERA, BHUBANESWAR”.**

The successful bidder will have to deposit a Performance Security of **Rs. 2,75,000/- (Rupees two lakh seventy five Thousand Only)** in the form of Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank situated within Odisha in favour of “**Secretary , Odisha Real Estate Regulatory Authority**” as per the format at **Annexure-I** (applicable for PBG only) for a period of three months beyond the entire 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 Security. The Performance Security 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 Security. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder as per the instructions of the authority.

#### **D. List of Documents for Submission**

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

- a) Covering letter along with power of attorney on the bidder’s letter head  
**(FORM – T1)**
- b) Bid Processing Fee as applicable
- c) Bid Security/ EMD amount as applicable
- d) Copy of Certificate of Incorporation/ Registration of the service provider
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT Returns for the last five Assessment Years (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)
- h) Copies of EPF & ESI Registration Number
- i) Copy Bank Account details
- j) Copies of the financial audited statements of accounts , balance sheet, PL Account by Chartered Accountants with UDIN for the last 5 Financial Years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)
- k) Copies of work orders from the previous clients for providing similar type of services during last 5 consecutive Financial Years i.e from 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.
- l) Undertaking regarding non-blacklisting (On Stamp paper of **Rs.10.00** in shape of affidavit from the Notary **(FORM T-2)**)
- m) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder’s Letter Head) **(FORM T-3)**

n) Tender documents have to be signed and sealed by the authorised person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

The Bidders who meet/qualify the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened during opening of the Financial Bid.

All entries in the bid documents should be legible, in filled clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached. No overwriting or correction is permitted in the Financial Bid form. In such cases, the tender shall summarily be rejected. However, corrections, if any, in the Technical Bid must be initialed by the person authorized to sign the tender bids.

o) The conditional bids shall not be considered and will be outrightly rejected in very first instance.

***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.***

The technical bid shall be opened on dt. 30 /04/2025 at 11.30 AM in presence of the authorised representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened later after completion of evaluation of technical bid by the tender committee. Opening of Financial bid shall be communicated after completion of technical evaluation.

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

The bid shall be valid and open for acceptance of the competent authority for a period of **90 days** from the date of opening of the technical bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained.

To assist in the analysis, evaluation and computation of bids, the tender inviting 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.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the tender document. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in the financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the resources deployment service for the required period will be considered for award of contract.**

The quoted rates shall not be less than the minimum wage fixed / notified by the Finance Department, Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of all personnel 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 accept or reject any or all the bids and terminate the bidding process without assigning any reason thereof.

**SECTION- II**  
**SCOPE OF THE WORK.**

### **A. Scope of Work -**

1. Odisha Real Estate Regulatory Authority, Government of Odisha invites sealed bids from the eligible service providers for providing services of the following outsourced personnel .

Sl. No.	Name of personnel	Number
(i)	Data Entry Operator	-10(ten)
(ii)	Driver	-1(one)
(iii)	Group-D personnel	-12(twelve)
(iv)	Cleaning & Sweeping Personnel	-2(two)

2. The service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The resources to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the required service as per the job description mentioned at **Section-III : Schedule of Requirement**
3. It shall be the responsibility of the service provider to verify the qualification and experience of the outsourced resources. The deployed resources 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 resources, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification / experience, the service provider will have to terminate the service of such staff immediately.

4. The service provider should have an empanelled resource list of trained/experienced personnel as per the requirement of ORERA , Bhubaneswar so that un-interrupted and continued services can be provided during the contract period. The service provider should be able to provide additional resource support whenever required by the authority under the same terms and condition.
5. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and ORERA, Bhubaneswar.
6. The resources deployed by the service provider shall be required to report for work at 9.00 AM and leave office at 6:00 PM (with 1:00 PM to 2:00 PM for Lunch Break) and may also be required to work beyond 6.00 PM for which he would not be paid any extra remuneration. In case, any deployed resource remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
7. The resources deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the client so that optimal services of the resources deployed could be availed without any disruption.
9. The attendance rolls for the resources deployed by the service provider at the premises of client shall be provided and shall be monitored by the service provider on regular basis. These attendance rolls shall be signed by the authorized representative of service provider who shall get it verified from the designated officer of client.
10. The entire financial liability in respect of resources deployed in the client's location shall be that of the service provider and the client will in no way be liable for the same. It will be the responsibility of the service provider to pay to the resources deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
11. The service provider shall provide a substitute well in advance if there occurs any probability of the resources leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
12. The resources deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the resource deployed liable for penal action under the applicable laws besides, action for breach of contract.
13. The service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the resources deployed at the client's location. The service provider should ensure regular payment of monthly

remuneration to the resources engaged by the due date as per the Finance Department Notification in vogue after deduction of applicable statutory dues. The service provider should credit the monthly remuneration in their respective Bank Account.

14. The engagement of outsourced resources shall be purely on contract basis. The service provider shall at all times make it absolutely clear to the outsourced resources hired through them. Any outsourced resource deployed can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.

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**SECTION- III**  
**SCHEDULE OF REQUIREMENT**

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL  
AGENCY BEFORE DEPLOYMENT OF DATA ENTRY  
OPERATOR, DRIVER, GROUP-D, CLEANING & SWEEPING  
PERSONNEL.**

- a. Bio-data containing date of birth, passport size photograph marital status, correspondence and permanent address, educational qualification, previous experience if any of Data Entry Operators, Driver, Group-D, Cleaning & Sweeping personnel shortlisted by agency for deployment in ORERA, Bhubaneswar.
- b. Any other document considered relevant.

**TECHNICAL REQUIREMENT FOR RESOURCES TO BE DEPLOYED BY THE SUCCESSFUL SERVICE**

**PROVIDER IN THE OFFICE OF ORERA, BHUBANESWAR**

The tentative requirement along with other details of the required resources to be deployed by the selected service provider at ORERA, Bhubaneswar for the proposed services is given here as under:

Sl. No.	Description of Resources for providing required Services	Age Limit	Qualification	Experience	Proposed Basic Remuneration	Applicable Govt. guideline	Job Description
1.	Computer Data Entry Operator (DEOs)	21- 40 years	<ul style="list-style-type: none"> <li>• Bachelor's degree in any discipline from any Govt. recognized University / Institution.</li> <li>• Post Graduate Diploma in Computer Application/ from reputed institute</li> <li>• Should have working knowledge internet /Tally</li> </ul>	<ul style="list-style-type: none"> <li>• She/he should have 1-3 years post qualification working experience as DEO/ under any State Govt./ Central Govt. / State or Central Govt. PSUs / reputed corporate organization</li> <li>• Good Proficiency in MS Office Tools, internet applications with efficient typing &amp; data entry skill.</li> <li>• Sound knowledge to handle minimum hardware / software trouble shooting</li> </ul>	<b>₹ 13,900 / - per month.</b>	As per Government of Odisha , <b>GA &amp; PG Deptt. Resolution No. 7982/GAD, Dated: 07.03.2024</b>	<ul style="list-style-type: none"> <li>• Responsible for carry out all the Data Entry requirements of the client like day-to-day official work, file management, secretarial practices, data entry work &amp; other related work in the computer</li> <li>• Any other reasonable work assigned by officials of ORERA</li> </ul>

2	Driver	21 – 40 years	• Minimum 10 <sup>th</sup> pass having license for driving LMV. Experience of driving preferred	She/he should have 1-3 years of working experience as driver in State Govt./ Central Govt./PSUs	<b>₹13,900/- per month.</b>	<ul style="list-style-type: none"> <li>• Should be physically &amp; mentally fit</li> </ul>
3	Group-D Personnel	18 - 40 Years	Must be 10th Pass	Minimum 1-2 years of experience in attending officers	<b>₹12,600/- per month.</b>	<ul style="list-style-type: none"> <li>• Should be physically fit</li> <li>• Able to operate FAX / XEROX Machine</li> <li>• Any other reasonable work assigned by officials of ORERA</li> </ul>
4	Cleaning and Sweeping Personnel	18 - 45 Years		Minimum 1-2 years of experience in cleaning and sweeping at Govt. office	<b>₹12,600/- per month.</b>	<ul style="list-style-type: none"> <li>• Should be physically fit and able to do day-to-day Cleaning and Sweeping activities of the office</li> <li>• Any other reasonable work assigned by officials of ORERA</li> </ul>

**SECTION- IV**

**GENERAL TERMS AND CONDITIONS**

## **GENERAL TERMS AND CONDITIONS**

1. For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Rules & Acts in respect of outsource resources. The resources deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Client under this agreement. The service provider shall make them known about their position in writing before deployment under this agreement.
2. The service provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Resources to be deployed by the service provider for providing services of 10 Nos. of DEOs , one Driver , 12 Nos. of office attendants(Group-D) & 2 Nos. of cleaning and sweeping personnel (Group-D) as per the age criteria, qualification & experience as prescribed in the schedule of requirement in section-3 of the tender document. All the resources to be deployed by the service provider should be physically sound to perform the duties.
3. The Agreement shall commence for a period of one year from the date of engagement of the resources as required in the bid, unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of ORERA.
4. The service provider will be overall responsible for the resources deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any resources deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
5. The service provider shall exercise adequate supervision to ensure performance of resources deployed to provide the services in accordance with the requirements. The service provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
6. The service provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF & ESI, Bonus, and Gratuity etc. relating to the resources to be deployed by it at the Client’s location.
7. Service Provider shall maintain complete official records of disbursement of wage s/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of resources deployed for the purpose.
8. The service provider shall maintain personal file in respect of all the resources who are deployed in ORERA, Bhubaneswar. The personal file shall invariably consist of personal

details such as name, address, date of birth, sex, residential address (temporary/permanent) etc.

9. The resources deployed by the service provider should not have any adverse police records/criminal cases against them. The service provider 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 service provider prior to signing of the agreement.
10. The service provider will also ensure that the resources deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such resource that are not found suitable by this office for any reasons immediately on receipt of such a request.
11. The service provider shall ensure that the resources deployed are disciplined and do not participate in any activity detrimental to the interest of the Authority.
12. The service provider shall provide uniform along with Photo ID Card to the resources deployed at the location at its own cost.
13. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any resources while performing/discharging their duties/ for inspection or otherwise.
14. In case of any theft or pilferages, loss or other offences, the service provider 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.
15. In case of any loss caused to the Authority due to lapse on the part of the resources discharging duties, the same shall be borne by the service provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the resources deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever observing due procedure.
16. In the event of any resources being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
17. 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.
18. There would be no increase in rates of service charge payable to the service provider during the contract period. The service provider will be responsible for deposit of GST as applicable from time to time and submit the proof of deposit to authority for records.

19. The service provider shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
20. The service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the resources deployed and submit the same to the authority within the due time as prescribed in Government of Odisha , GA & PG Deptt. Resolution No. 7982/GAD, Dated: 07.03.2024 for reliefs of payment.
21. The service provider will have to deposit the remuneration of the deployed resource for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
22. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of the Secretary, ORERA.
23. In the event of failure of service provider 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 **30 days** prior notice to the service provider.
24. The service provider should ensure that resources to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
25. 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.
26. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
27. All disputes arising out of the contract shall be under the jurisdiction of the court at **Bhubaneswar, Odisha.**
28. The agreement can be terminated by either party after giving 30 days' 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 provider will be recovered by forfeiture of performance security.
29. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of resources deployed and non-payment of statutory dues. The Client will have no liability towards non-payment of remuneration to the resources deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.
30. The service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ information, leads to termination of agreement.

31. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing of order, the EMD shall stand forfeited without giving any further notice.**
32. The successful Tenderer will have to deposit a Performance security deposit of an amount equivalent to **5%** of the annual contract value only in form of Bank draft in favour of Odisha Real Estate Regulatory Authority Payable at Bhubaneswar, on award of the contract.
33. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
34. The personnel 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.
35. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. In case the Grievance of the deployed personnel are not attended to by the manpower service provider the deployed personnel can place their grievance as per the procedure before the forum as prescribed in Government of Odisha , GA & PG Deptt. Resolution No. 7982/GAD, Dated: 07.03.2024.
36. The manpower cost shall be paid monthly basis on actual days of working as per the work certificate furnished by ORERA. No overtime charges will be entertained. The monthly acquittance roll along with the bank account transfer copy in respect of payment to the Data Entry Operators, Driver, Group-D, Cleaning & Sweeping personnel in ORERA & monthly ECR challans (EPF & ESI) copies are to be submitted on regular basis during submission of monthly bills.
37. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to Data Entry Operators, Driver, Group-D, Cleaning & Sweeping personnel in ORERA deployed in the ORERA. The ORERA shall have no liabilities in this regard.
38. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the ORERA to the concerned tax collection

authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the ORERA, Bhubaneswar.

39. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the ORERA, Bhubaneswar or any other authority under law.
40. The tax deduction at source (T.D.S) shall be done as per the relevant provisions of the Income Tax Act 8: GST Act, as amended from the time to time and certificate to this effect shall be provided by the ORERA, Bhubaneswar.  
  
\*Note: Registration/License under the Contract Labour (Regulation and Abolition) Act,1970 is applicable to Manpower Service Provider.
41. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the ORERA, Bhubaneswar is put to any loss/obligation, monetary or otherwise, ORERA, Bhubaneswar will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
42. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The ORERA, Bhubaneswar will have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the ORERA, Bhubaneswar concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.
43. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, drawn in any Nationalized Bank/Scheduled Bank in favour of the Secretary, Odisha Real Estate Regulatory Authority, Payable at Bhubaneswar **failing which the tender shall be rejected out rightly.**
44. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing of order, the EMD shall stand forfeited without giving any further notice.**
45. The successful Tenderer will have to deposit a Performance security amount, equivalent to **5%** of the annual contract value by way of demand draft in favour of the Secretary, Odisha Real Estate Regulatory Authority Payable at Bhubaneswar or in the form of Bank guarantee as per the Bank guarantee format prescribed in Annexure-I.

46. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
47. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel pertaining to the previous billing month, attendance sheet along with the bill (in triplicate) for release of payment from ORERA.
48. The total rates quoted by the agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
49. **Service charge percentage and amount to be quoted at sl.Nos. 6 & 7 should not be less than 3.85% of the amount quoted under column No.3 (monthly basic remuneration) in accordance with Rule 264 of the Govt. of Odisha OGFR- 2023 .**
50. IT (TDS) & GST ( TDS) as per Income Tax Act & GST Act, will be deducted from the gross bill amount.
51. EPF, ESI, GST is to be calculated as per existing rules. ORERA is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, GST rate while determining the lowest - 01 (L1) bidder. In this regard the decision of the ORERA is final and binding to all the bidder.
52. ***In case of tie in financial quote among the multiple qualified bidders, the bidder having highest average financial turnover from the required resources deployment services for the concerned period i.e FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-2024 among all the technically qualified bids, will be considered for award of contract.***
53. The employer contribution under EPF (Employer share) will be paid on maximum wage ceiling of Rs.15,000/- per month as per EPF guidelines in vogue.
54. Similarly, the employer contribution under ESI (Employer share) will be paid on ceiling prescribed as per the rules under ESI Act, in vogue.
55. The successful bidder cannot re-engage any personnel who has been disengaged by this office earlier on administrative ground.
56. The successful bidder will enter into an agreement with ORERA, Bhubaneswar. for supply of suitable manpower as per requirement of ORERA, Bhubaneswar on the above terms and condition.

**SECTION- V**  
**TECHNICAL BID**

**FORM T-1**

**COVERING LETTER**

***[ON BIDDER'S LETTER HEAD]***

*[Location and Date]*

**To**

**The Secretary , ORERA,  
Block- A1, 3<sup>rd</sup> Floor, Toshali Bhavan, Satya  
Nagar, Bhubaneswar – 751007.  
E.mail- [reeraodisha@gmail.com](mailto:reeraodisha@gmail.com)**

**Sub: SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING DATA ENTRY OPERATORS (DEOS), DRIVER, GROUP-D, CLEANING & SWEEPING PERSONNEL IN ORERA, BHUBANESWAR**

Sir,

I, the undersigned, offer to participate in the tender for providing the services as stated as above in ORERA in accordance with your Tender Notice No.\_\_\_\_\_, Dated. \_\_\_\_\_. We are hereby submitting our bid, 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 be remain binding upon us and may be accepted by you any time before the validity of the bid.

I, hereby unconditionally undertake to accept that all the terms and conditions as stipulated in the tender document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely.

I, remain.

**Yours faithfully,**

**Authorized Signatory with Date and Seal**

**Name and Designation:**

**Address of the Bidder:**

## GENERAL DETAILS OF THE BIDDER

1.	Name of the Bidder	
2.	Name of the Proprietor/ Partner/ Director:	
3.	Bid Processing Fee Details :	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4.	Bid Security amount/ EMD	
5.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
6.	Name & telephone no. of the authorized person signing the Bid	Name:
		Mobile No.:
7.	Bank Name of the Service Provider	Bank Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN No. (Attach self-attested	
10.	E.P.F. Registration No. (Attach self-attested copy)	
11.	E.S.I. Registration No. (Attach self-attested copy)	
12.	Accept to all the terms and conditions of the tender (Yes/No)	

13	Power of Attorney / Authorization letter for signing of the bid document	
14	Submission of Undertaking towards no criminal case is pending with the police at the time of submission of bid	
15	Kindly mention the total number of pages in the tender document	

12. Financial Turnover of the Bidder for the last 5 financial years (\*).

Financial Years	Financial Turn Over (from Resources Deployment Service)	Average Turnover in INR (Lakh)
	(In INR) (Lakh)	
2019-20		
2020-21		
2021-22		
2022-23		
2023-24		

*\*As on Dt. 31.03.2024(Copies of Audited Statement for the concerned period)*

13. Details of the similar type of service provided by the bidder during the last 5 years  
(Attach separate sheet, if required)

Sl. No.	Period	Name of Client with Complete Address & Telephone no	Type of services provided with details of the resources	Contract Amount (in INR) (Lakh)	Duration		Page sl. No.
					From	To	

## **DECLARATION**

I, Shri \_\_\_\_\_, Son / Daughter / Wife of Shri. \_\_\_\_\_, Proprietor/ Director/ authorized signatory of \_\_\_\_\_ (Name of the Service Provider), competent to sign this declaration and execute this tender document;

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

The information / 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 the Authorised Representative with Seal**

**Name:**

**Date:**

**Place:**

**Enclosures:**

1. Bid Processing Fee in the form of DD in Original
2. Bid Security / EMD amount in the form of DD in Original
3. Copy of terms & conditions of the tender (each page must be signed and sealed with due page sl. No.)
4. Duly filled in Technical and Financial Bid
5. Lists of required documents as applicable

**FORM-T2**

**UNDERTAKING**

**[On the Stamp Paper of Rs. 10.00 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 the recent past.

**Yours sincerely,**

**Authorized Signature**

**[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 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 organisation or against the Proprietor/Partner/Director/Personnel to be deployed by our organisation.

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

**Yours sincerely,**

**Authorized Signature**

**[In full and initials]**

**Name and Designation of the Signatory:**

**Name of the Bidder and Address:**

## **TECHNICAL BID EVALUATION**

1. 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 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*** subject to fulfilment of the terms and conditions of the tender. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required resources deployment services for the concerned periods among all technically qualified bids, will be considered for award of contract.**

**SECTION – VI**  
**FINANCIAL BID**

**FORM F-1**

**COVERING LETTER**

**[ON BIDDER'S LETTER HEAD]**

*[Location and Date]*

**To**

**The Secretary , ORERA,  
Block- A1, 3<sup>rd</sup> Floor, Toshali Bhavan, Satya  
Nagar, Bhubaneswar – 751007.  
E.mail- [raodisha@gmail.com](mailto:raodisha@gmail.com)**

**Sub: SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING DATA  
ENTRY OPERATORS (DEOS), DRIVER, GROUP-D, CLEANING & SWEEPING  
PERSONNEL IN ORERA, BHUBANESWAR**

Sir,

I, the undersigned, offer to participate in the tender for providing the services as stated as above in ORERA in accordance with your Tender Notice No. \_\_\_\_\_, Dated. \_\_\_\_\_. Our attached financial price is ***[Insert amount in figure as well as in word]*** for the proposed service. This amount is inclusive of GST as applicable. 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 modification 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.

**Yours faithfully,**

**Authorized Signatory**

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

**FINANCIAL BID**

**(FORM – F2)**

**(ADMINISTRATIVE CHARGE)**

1. Name of Manpower Service Provider: \_\_\_\_\_
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl No.	Manpower Type	Monthly Rate per Employee (in INR / ₹)						
		Monthly Consolidated Remuneration	Employer share of EPF @13%	Employer share of ESI @3.25%	Percentage (%) of Service Charge for providing the resources	Amount of Service Charge for providing the resources	GST	Total per person
1	2	3	4	5	6	7	8	9
1	DEOs	Rs.13,900/-						
2	Driver	Rs.13,900/-						
3	Office attendant Group-D Personnel	Rs.12,600/-						
4	Cleaning & Sweeping personnel Group-D Personnel	Rs.12,600/-						
Grand Total								

\* The monthly consolidated remuneration of the services of personnel under the bid should not be less than the above prescribed remuneration per month.

Date:

Signature of Authorized Person

Place:

Name:

Seal :

### Terms and conditions of financial bid :

- 1.The total rates quoted by the agency should be inclusive of all statutory / tax liabilities in vogue.
- 2.The price comparison of the financial bids will be made by taking into consideration the sum total of the monthly consolidated remunerations of personnel quoted under column sl. No. 9.
- 3.The Employer contribution under EPF (Employer share) at column no.4 are to be quoted as per EPF guidelines in vogue.
- 4.Similarly, the Employer contribution under ESI (Employer share) at column no.5 are to be quoted as per the rules under ESI Act, in vogue.
- 5.**Service charge percentage and amount to be quoted at sl.Nos. 6 & 7 should not be less than 3.85% of the amount quoted under column No.3 (monthly basic remuneration) in accordance with Rule 264 of the Govt. of Odisha OGFR- 2023 .**
- 6.GST is to be calculated as per existing rate. ORERA reserves the right to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI & GST rate while determining the lowest – 01 (L1) bidder during evaluation. In this regard, the decision of the Authority is final and binding upon all the bidders.
- 7.Bidder with lowest evaluated competitive total quoted price (inclusive of GST) under column sl. No. 9 for the required services will be awarded contract.
- 8.In case, any tie or equal amount of price quotation occurs among more than one number of L1 bidders, then selection of L1 bidder will be decided for award of the contract by taking into consideration the highest average turnover from the required resources deployment services of the technically qualified bidders during previous five consecutive Financial Years i.e. 2019-20,2020-21 , 2021-22, 2022-23 & 2023-24.
9. The employee share of contribution towards EPF and ESI shall be deducted by the service provider from the take home remuneration of the resources deployed. Copies of EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.
10. Partly filled financial bid will be outrightly rejected.

**Signature of the Authorised Representative**

**Name:**

**Seal and Date:**

**Place:**

**SECTION – VII**  
**BID SUBMISSION CHECKLIST**

**BID SUBMISSION CHECKLIST**

Sl. No.	Description	Submitted (Yes/No)	Page Sl. No.
<b>TECHNICAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder		
2	Bid Processing Fee as applicable		
3	Bid Security /EMD amount		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 5 assessment years i.e <b>2020-21, 2021-22, 2022-23 , 2023-2024 &amp; 2024-24</b>		
8	Copy of Valid EPF & ESI Certificate		
9	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet (UDIN certified) for the last 5 financial years 2019-20, 2020-21, 2021-22, 2022-23 & 2023-2024		
10	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
11	List of completed / on-going services of similar nature along with the copies of work orders for the respective services		
12	Undertaking for not having any police case pending against the bidder <b>(FORM – T3)</b>		
13	Undertaking for not have been black-listed by any Central / State Government/ Any Autonomous bodies during the recent past. <b>(FORM – T2)</b>		
<b>FINANCIAL BID (ORIGINAL)</b>			
1	Covering Letter		
2	Duly Filled in Financial Bid <b>(FORM- F1)</b>		

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 are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

**Authorized Signatory [In full and**

**initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:**

\_\_\_\_\_

**SECTION – VIII**

**SERVICE AGREEMENT AND PBG FORMAT**

SERVICE AGREEMENT

(To be made on Rs 100.00 Non Judicial Stamp Paper)

**MEMORANDUM OF AGREEMENT** made on this ..... day of  
..... Two Thousand Twenty -Five.

**BETWEEN**

The Odisha Real Estate Regulatory Authority (ORERA), Bhubaneswar, represented through its Secretary (hereinafter referred to as "ORERA") having its Office at Block-A1 ,3<sup>rd</sup> Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar-751007 on the one part **(1<sup>st</sup> Party)**

**AND**

M/s.....represented through  
....., having its Office at  
..... hereinafter referred to as  
"Manpower Service Provider" which term or expression, unless excluded by or repugnant to the contract or meaning thereof, include its successors, executors, administrators, representative and assign on the other Part. **(2<sup>nd</sup> Party)**

Whereas, the "Authority" desired that the services of Data Entry Operators, Driver, office attendant (Group-D) and cleaning & sweeping personnel (Group-D) is required by ORERA. And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provision of the agreement.

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the Manpower Service Provider.

**Now this agreement witnesses as below: -**

1. That the **Annexure** containing the terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the authority to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel

to be engaged as Data Entry Operators, Driver, Group-D personnel and cleaning & sweeping personnel in conformity with the provisions of the terms & conditions.

3. That the "**Authority**" hereby further agrees to pay the Manpower Service Provider the contract price at the time and in the manner prescribed in the said terms & conditions.
4. That in the event of any dispute that arises, shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid for a period of **one year** from ..... to .....

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

***Signature of the officer authorized Signature of the authorized officer to sign on behalf of manpower agency acting on behalf of ORERA, Bhubaneswar.***

**Witness**

**Witness**

**1.Name:.....**

**1.Name:.....**

**Address:.....**

**Address:.....**

**2.Name:.....**

**2.Name:.....**

**Address:.....**

**Address:.....**

**\***

Signature of the authorized Officers acting on behalf of Man Power Agency.

Signature of the Authorized Officer to sign on behalf of ORERA, Bhubaneswar.

## ANNEXURE TO THE AGREEMENT

### TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence for a period of one year from the date of engagement of Data Entry Operators, Driver, office attendant (Group-D) and cleaning & sweeping personnel (Group-D) in ORERA unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of ORERA.
2. The Agreement shall automatically expire on completion of one year unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. 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 action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving **one month** notice to the manpower service provider.

7. The resources deployed by the service provider shall be required to report for work at 9.00 AM and leave office at 6:00 PM (with 1:00 AM to 2:00 PM for Lunch Break) and may also be required to work beyond 6.00 PM for which he would not be paid any extra remuneration. In case, any deployed resource remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of ORERA, Bhubaneswar so 'that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deployed in the ORERA shall be that of the manpower service provider and the ORERA will in no way be liable. It will be the responsibility of the manpower service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the ORERA.
10. The manpower cost shall be paid on monthly basis as per actual days of working and in accordance with the work/performance certificate furnished by the concerned officer in-charge ORERA. No overtime charges will be entertained by ORERA. The monthly acquittance roll along-with the bank account statement reflecting payment to the outsourced Data Entry Operators, Driver, Group-D personnel and cleaning & sweeping personnel in ORERA & monthly ECR copies (EPF & ESI) are to be submitted.

11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim/benefits whatsoever entitled to a regular employee against the ORERA.
12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The ORERA shall in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before the forum as prescribed on Govt. of Odisha, GA & PG Deptt. Resolution No. 7982 /GAD dated 07.03.2024.
13. The ORERA shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. 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.
15. In case of termination of this Agreement in its expiry or otherwise the person deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The persons deployed shall not claim any benefit or compensation or regularization of deployment with the ORERA 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.

17. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, EPF Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The manpower service provider shall submit copy of the valid labour contract licence obtained from the concerned authority.
18. In the event of any resources being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
19. 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.
20. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contributions towards Provident Fund and Employees' State Insurance, whatever applicable.
21. The persons deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while undertaking the assigned work. The manpower service provider

shall be responsible for any act of indiscipline on the part of the person deployed.

23. The manpower service provider shall be responsible for compliance of all statutory provisions relating to monthly basic remuneration to the resources deployed in ORERA. The ORERA shall have no liabilities in this regard.
24. The manpower service provider shall also be liable for depositing all taxes i.e. IT & GST along with EPF & ESI contributions etc. to the concerned statutory authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the ORERA, Bhubaneswar during raising of bills.
25. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the ORERA, Bhubaneswar or any other authority under law.
26. The tax deduction at source (T.D.S) shall be done as per the provisions of the Income Tax Act & GST Act, as amended from the time to time and certificate to this effect shall be provided by the ORERA, Bhubaneswar.
27. In case, the manpower service provider fails to comply with any liability under appropriate law and as result thereof or the ORERA, Bhubaneswar is put to any loss/obligation, monetary or otherwise, the ORERA, Bhubaneswar will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
28. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment

of statutory dues. The ORERA, Bhubaneswar will have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the ORERA, Bhubaneswar by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

29. The Second Party agreed to deposit a Performance security deposit of an amount equivalent to **5%** of the contract value only in form of Bank draft/Bankers' cheque drawn in favour of Secretary, Odisha Real Estate Regulatory Authority, Payable at Bhubaneswar or in the form of Bank Guarantee as per the Bank Guarantee format prescribed in **Annexure-I**.
30. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
31. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (in triplicate). There after it shall be reimbursed by ORERA after verification.
32. The claim in bills regarding employees' state insurance, provident fund, GST-etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 ORERA, Bhubaneswar.
33. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been

performed by Data Entry Operators, Driver, Group-D personnel and cleaning & sweeping personnel after furnishing of a certificate by ORERA to this effect.

34. The service provider shall ensure that the resources deployed are disciplined and do not participate in any activity detrimental to the interest of the Authority.
35. The service provider shall provide uniform along with Photo ID Card to the resources deployed at the location at its own cost.
36. The agreement can be terminated by either party after giving 30 days' 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 provider will be recovered by forfeiture of performance security.
37. The rate of EPF employees share & ESI employees share under Col. 4 & 5 of the financial bids should be quoted as per actual amount to be deposited by the 2<sup>nd</sup> party through e-chalan in accordance with EPF & ESI norms.
38. 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.
39. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish the bill along with photocopies of the proof of statutory deposits of the previous billing month for release of payment from ORERA in accordance with the Govt. of Odisha, GA & PG Deptt. Resolution No. 7982 /GAD dated 07.03.2024.
40. The manpower service provider cannot re-engage any personnel who has been disengaged by this office earlier on administrative ground.

41. The service provider will have to deposit the remuneration of the deployed resource for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
42. 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.
43. All disputes shall be under the jurisdiction of the court at Bhubaneswar where the headquarters of Odisha Real Estate Regulatory Authority, Bhubaneswar is located.

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**PERFORMANCE BANK GUARANTEE FORMAT**

To

**The Secretary ,  
Odisha Real Estate Regulatory Authority (ORERA),  
Block- A1, 3<sup>rd</sup> Floor, Toshali Bhavan, Satya Nagar,  
Bhubaneswar – 751007.  
E.mail- [raodisha@gmail.com](mailto:raodisha@gmail.com)**

WHEREAS..... (Name and address of the Service Provider) (hereinafter called “the Service Provider) has undertaken, in pursuance of Agreement no..... dated ..... to undertake the service ..... (description of the services) (herein after called “the Agreement”).

AND WHEREAS it has been stipulated by \_\_\_\_\_(Name of the Authority) in the said Agreement 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 Agreement;

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 your first written demand declaring the Service Provider to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your 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 Agreement to be performed there under or of any of the Agreement 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 a written claim or  
demand and received by us at our ----- branch on or before  
Dt.....otherwise bank shall be discharged of all liabilities under this guarantee  
thereafter.

.....

**(Signature of the authorized officer of the Bank)**

.....

**..... Name and  
designation of the officer**

.....

.....

**..... Seal, name & address of  
the Bank & Branch**