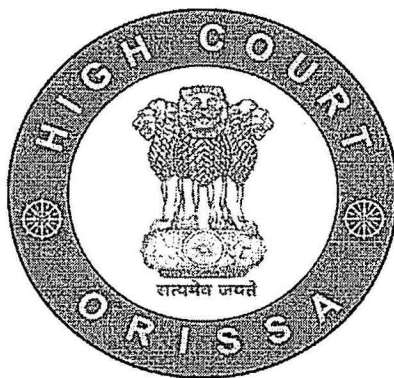


**Tender Document for selection of an
Agency for deployment of 86
(Eighty-Six) nos. of Technical
Personnel on outsourcing basis at
the High Court of Orissa and Sub-
ordinate Courts across the State.**



THE HIGH COURT OF ORISSA, CUTTACK

THE HIGH COURT OF ORISSA, CUTTACK

TENDER NOTICE

Bid Reference No. XXXIII-13/2020-25(PF-IV)-11382 Date.28.07.2026

Bids in sealed cover are invited under a two-bid system from reputed, well established, financially sound and OCAC empaneled Manpower Providing Agencies to provide Technical Personnel on outsourcing basis at **High Court of Orissa and Subordinate Courts across the State**. The details of the bidding process are as follows.

Sl No.	Bidding schedule	Deadline
1.	Date of issue of Tender Document	28.07.2026
2.	Bid Due Date and Time	18.08.2026 up to 05.00 P.M.
3.	Opening of Technical Bids	27.08.2026 at 11.30 A.M.
4.	Opening of Financial Bids of eligible Bidders	02.09.2026 at 11.30 A.M.
5.	Likely date for commencement of deployment of Required manpower (Date may be changed)	01.10.2026

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 “**Deployment of Technical Personnel on outsourcing basis at High Court of Orissa and Subordinate Courts across the State**” and must reach the undersigned on or before 5 P.M. of 18.08.2026 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)

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SECTION-I

Instruction to Bidders

A. General Information:

1. The High Court of Orissa requires hiring of **86 nos. of Technical Personnel** through Manpower Providing Agency (in short “Agency”) for deployment on outsourcing basis at High Court of Orissa and Subordinate Courts across the State.
2. The period of contract for providing the aforesaid Technical Manpower shall be for two years and likely to commence from **01.10.2026** and would continue till **30.09.2028**. The period of the contract may further be extended to one-year subject to satisfactory performance and mutual agreement. The period of contract may be curtailed/ terminated before completion of contract period owing to deficiency in service or sub-standard quality of Technical Personnel deployed by the selected Agency or because of change in the Court’s requirements with a prior notice. The High Court of Orissa, however, reserves the right to terminate the initial contract at any time after giving 30 days’ prior notice to the selected Agency.
3. The contract for providing **Technical Personnel** may also be terminated if the selected Agency fails to deploy adequately trained experienced and well-disciplined outsourced Technical Personnel.
4. The High Court of Orissa presently has a tentative requirement of **86 (Eighty-Six) nos. of Technical Personnel**. The number of persons may increase or decrease subject to future requirements of the Court.

SI No.	Eligibility Criteria	Supporting documents to be Furnished along with Technical bid.
1.	The bidder should be registered under either of the following Authorities such as: - Registered under the companies Act, 2013 or - Registered under the Indian Partnership Act, 1932 or - Registered under the Limited Liability Partnership Act, 2008 or - Registered as Proprietorship entity. and must be- - Registered under GST Act - Registered under ESI and EPF Board	Certificate of Incorporation/ Registration and supportive documents under all other competent authorities.
2.	The bidder must have at least completed three years in business out of preceding five years, by the end of financial year 2025-26 for providing manpower to Central/ State Government / Autonomous Bodies/ Agencies / Societies/Corporate bidders)	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 Technical 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 bidder must have an average annual financial turnover of Rs. 5,00,00,000/- (Rupees 5 Crores) INR from the business related to outsourced services business during the last three financial years. (i.e. 2022-23, 2023-24, 2024-25).	Copies of audited income/Expenditure statement & balance sheet for the concerned Period.
5	The bidder 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 complete months.
6	The bidder should not have been black listed by any Central / State Govt. or any other public sector undertaking or corporation during the last five years	Declaration to this effect to be furnished by the bidder as per the prescribed format (on stamp paper).
7	The bidder must not have any pending criminal proceeding against it or the Proprietor / Director / Authorized agent	Declaration to this effect to be furnished by the bidder as per the prescribed format.
8	The bidder must ensure that the person to be deployed should not have any criminal proceeding pending against him	Undertaking to that effect in the letter head of the bidder need to be furnished.
9	The bidder should mandatorily be empaneled with OCAC at present	Supporting Documents
10	Other statutory documents.	Copies of 1. PAN Card 2. Registration certificate under GSTIN 3. Copies of EPF & ESI Registration Certificate 4. IT returns for the last 3 Financial years i.e. 2022-23, 2023-24 & 2024-25 5. Monthly return filed under GST Act for last three tax periods.

B. Submission of Bid

The proposal complete in all respect as specified must be accompanied with a non-refundable amount of **Rs. 1,000/- (Rupees One Thousand) Only** towards Bid Processing Fee & **Rs.21,45,674/- (Rupees Twenty One Lakh Forty Five Thousand Six Hundred Seventy Four Only)** (i.e. 3% of total contract value for 2 years) towards Earnest Money Deposit (EMD) in shape of Demand Draft drawn on any **Nationalized Bank** in favour of **The Registrar(Judicial), The High Court of Orissa** failing which the bid shall be out rightly 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 by **18.08.2026 up to 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 deployment of Technical Personnel on outsourcing basis at High Court of Orissa and Subordinate Courts across the State”**.

Selected bidder will have to deposit a performance security @ **5%** of the total contract value for two years 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 Agency as per the existing terms & conditions of the tender.

C. List of Documents for submission:

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

- 1) Application – Technical Bid.
- 2) Covering letter along with letter of authorization on the bidder's letter head annexed with a copy of document showing authority to authorize.
- 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/Registration of Agency.
- 6) Self-Attested copy of PAN
- 7) Self-Attested copy of GSTIN
- 8) Self-Attested copies of IT return for the last three financial years i.e. 2022-23, 2023-24 & 2024-25
- 9) Self-Attested copies of EPF & ESI registration number
- 10) Copy of Bank Account Statement of the Agency for the last Six Complete Months.
- 11) Copies of the Income / Expenditure statements along with the balancesheet for the last 3 financial years including 2022-23, 2023-24 and 2024-25.
- 12) Copies of the work orders and completion certificate from the previous organizations for providing services of Technical Manpower for **complete three years** out of preceding five years by the end of financial year 2025-26 from the authorities.
- 13) Declaration that it has not been black listed in last five years (**on stamp paper**) i.e., 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26.
- 14) Declaration that there is no pendency of any criminal proceeding against it or the Proprietor or Director or Authorized agent (on bidder's letter head).
- 15) Undertaking of the Bidder to ensure the person to be deployed by it should not have any criminal proceeding.
- 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 supporting document pertaining to current empanelment under OCAC as on submission of bid.
- 19) 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.

- A. Any deviation from the prescribed procedures / required information / formats / conditions shall result in outright rejection of the bid. Any conditional bid shall be outrightly rejected.
- B. 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.
- C. The Technical bids shall be opened on the scheduled date and time **at 11.30 A.M. on 27.08.2026**, in the New Conference Hall of the old building of High Court of Orissa in presence of the Members of Tender Finalization Committee and the representatives of the Agencies, if any, who wish to be present on the spot at the time of opening of the Bids.
- D. 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.
- E. 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.
- F. 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.
- G. The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms & conditions of the bid documents. If more than one bidder is/are found to have quoted the same price, then the L-1 bidder shall be selected through lottery. 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.
- H. The quoted rates shall not be less than the Monthly remuneration fixed by the Govt. of Odisha as per The GA & PG Department Notification No: - GAD-SC-GCS-0225-2023-7982/GAD Dated 07.03.2024 (Table -2 under point no.7) Sl. No. 9 (Column no.3 i.e. **Rs. 26,400/-**) and shall also include all statutory dues and service charges of the agency, as applicable from time to time.
- I. The 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.
- J. 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 02.09.2026** in the New Conference Hall of the Old Building of High Court of Orissa in presence of the Members of the Tender Finalization Committee and the representatives of the Manpower Providing Agencies, if any, who wish to be present on the spot at the time of opening of the Bids.
- K. The Competent Authority of the High Court of Orissa reserves the right to annul all bids without assigning any reason.

SECTION-II

SCOPE OF THE WORK

1. The High Court of Orissa requires hiring of **86 Technical Personnel** on outsourcing basis through the Agency to be deployed at High Court of Orissa (26 nos.) and Subordinate Courts (2 nos. in each District Court) across the State.
2. The Agency shall provide technical services by deploying adequately trained experienced and well-disciplined Technical personnel.
3. They shall conduct Virtual / hybrid hearings, live streaming of Court proceedings, assistance in e-Courts related work, VC set up and installation, technical support when necessary, involvement in ICT initiatives and works, and other day to day technical assignments as and when required.
4. The Technical Manpower deployed for the purpose must have good moral character, cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
5. The manpower to be deployed for this purpose should be registered under the Agency and must have the required qualifications, experience and relevant knowledge to perform the required service as per the job description mentioned.
6. The minimum educational qualification of the deployed Personnel should be three years Diploma in CSE / IT or BSc. in Computer Science from a recognized institution or from a recognized University with 50% marks in aggregate or First class. Preference may be given to related experience or higher qualification.
7. The full particulars of the Technical Personnel to be deployed should be furnished along with testimonials before they are actually deployed by the Agency.
8. The deployment of outsourced Technical Personnel shall be purely on contract basis. The Agency shall at all times make it absolutely clear to the outsourced manpower hired through them.
9. Any outsourced Technical Personnel so deployed can be removed any time by giving notice to the Agency and the Agency shall provide suitable replacement acceptable to the Authority within 3 working days from the date of intimation of the notice.

SECTION-III

GENERAL TERMS & CONDITIONS

1. The Agreement shall commence from **01.10.2026** and shall continue till **30.09.2028** unless it is curtailed or terminated by the Authority owing to unsatisfactory performance and poor quality of Technical Manpower provided, breach of contract etc. or change in requirements. The Agreement shall automatically expire on **30.09.2028** unless extended further by the mutual consent of the High Court and the Agency.
2. 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 High Court and the Agency.
3. For all intents & purposes, the Agency shall be the Employer within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement.
4. It shall be the responsibility of the 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 resources, it comes to notice of authority that he / she has misrepresented the fact about his /her qualification / experience, the Agency will have to terminate such person immediately.
5. The attendance of such deployed outsourcing personnel at the premises of their engaged locations shall be monitored by the Agency and the attendance rolls shall be signed by the authorized representative of the Agency and countersigned by the Officer designated for the concerned location. At the end of each month, the Authority of the concerned location shall forward such attendance statement to the Hon'ble Court. The leave for such deployed personnel shall be as per the leave rule of the State Govt. applicable to the outsourced employee.
6. The Outsourced Technical Personnel to be deployed by the Agency must be within the age group of 21 to 42 years having sound health.
7. The Agency shall be responsible for any financial loss or injury, if any, caused to the deployed technical personnel in course of duty.

8. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any technical personnel while performing/discharging their duties/for inspection or otherwise.
9. The Agency shall depute one Technical Supervisor to supervise the work of the Technical Personnel to ensure their performance commensurate to the requirements of the Authority.
10. The Authority reserves the right to transfer the deployed outsourced personnel to any locations of the State as per requirement under intimation to the Agency.
11. The Agency shall be solely responsible for compliance to the statutory provisions of EPF, ESI, GST, and IT Act as well as timely remittance of the remuneration disbursed from this end.
12. The Agency shall maintain complete official records of disbursement of remuneration and deposit of all statutory dues including ESI, EPF etc., in respect of Technical personnel deployed for the purpose and payment of GST (CGST & SGST) in time and furnish the evidence of disbursement of remuneration and deposit of statutory dues with the remuneration bill of succeeding month.
13. The Agency shall maintain personal file in respect of all the technical personnel who are deployed at High Court of Orissa and Subordinate Courts. The personal file should contain the data like Name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESI, etc. The details of the same shall be submitted by the Agency to this Court before the deployment of manpower.
14. The persons deployed will attend the duty on holidays if required in case of urgency.
15. The bidder must not have any pending criminal proceedings against it or the Proprietor / Director / authorized agent.
16. The Agency must verify the criminal antecedents of the technical personnels prior to their deployment.
17. The Agency shall ensure that the technical personnel deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
18. The Agency shall provide photo ID card with Radio Frequency Identification to its technical personnel deployed at site at its own cost.
19. In case of any theft, pilferage, loss or any other offence, the Agency is required to investigate and submit the report to the Authority. If needed joint inquiry comprising of both parties shall be conducted and as per report responsibility shall be fixed. Police complain has to be lodged by the Agency whenever it is necessary.

20. Any loss caused to the Authority due to lapse on the part of the Technical Personnel discharging duties shall have to be borne by the Agency and the Authority shall have the right to deduct an appropriate amount from the bill. In case of frequent lapses on the part of the personnel deployed by the Agency, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
21. It shall be the responsibility of the Agency to provide suitable replacement within 3 working days, if anyone from the deployed Personnel leaves duty for any reason during the period of agreement / contract.
22. The remuneration and other statutory dues shall be at the applicable rates as may be notified by Govt. from time to time. However, there would be no change in the rates and amount of service charge of the Agency during the contract period.
23. The 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 Authority for records.
24. The 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.
25. The Agency shall raise the invoice for each complete month and submit it along with attendance sheet/absentee statement duly verified by its authorized person in respect of the technical personnel deployed and submit the same to this Court in the first week of the succeeding month. The payment will be released by the 2nd week of the succeeding month.
26. The Agency shall have to disburse the remuneration of the deployed technical personnel for the concerned billing period to their respective bank account through online transfer and submit the details to the authority for necessary records.
27. In case of delay in providing required replacement, the amount of penalty calculated at the rate 1% of the annual contract value per week, shall be deducted from the monthly bill.
28. The deployment of the technical personnel shall be purely on outsourced basis which the Agency shall make it absolutely clear to the deployed personnel. The deployment of any outsourced technical personnel can be terminated at any time by giving notice to the Agency.
29. The technical personnel to be deployed by the Agency shall not put claim for any entitlement such as pay, allowances and other facilities as 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 technical personnel deployed by the Agency shall not be entitled to and shall have no claim to be absorbed against

any regular post.

31. The technical personnel deployed shall not claim any benefit or compensation and shall not demand either for absorption or regularization. Undertaking to this effect from the person deployed shall require to be submitted by the Agency at the time of commencement of such deployment.
32. In the event of failure of Agency to provide manpower as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions and clauses of agreement or suppression of facts shall attract termination of contract with one-month prior notice to the Agency.
33. The Agency shall ensure that persons to be deployed are not habituated to alcohol, drug or any other stupefying agent.
34. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem if any, faced 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 discussion between the Authorized Officer nominated by the Authority and the Agency.
36. All disputes shall be subject to the jurisdiction of this Court at Cuttack i.e. the place where the headquarters of the Authority, who has executed the agreement, is located.
37. The agreement can be terminated by either party by giving one month's notice in advance.
38. In case the Agency fails to comply with any liability under appropriate law and as a result thereof if the High Court is put to any loss/obligation, monetary or otherwise, recovery to the extent of the loss or obligation in monetary terms shall be made either from the pending monthly bill or the Performance Security.
39. In case of claim for any Exemption, Valid Certificate with the availability of exemption recorded on it must be submitted.
40. The Technical Bid shall be accompanied with Bid Security (EMD), failing which the tender shall be rejected outrightly.
41. The contract is liable to be terminated for non-performance, deviation of any terms and conditions of agreement, non-disbursement of monthly remuneration of the technical personnel deployed and non-deposit of statutory dues. This Court will have no liability towards non-payment of monthly remuneration to the persons deployed by the Agency and non-deposit of statutory dues by the Agency with concerned authorities except adhering to the

measures to ensure timely disbursement of remuneration and deposit of statutory dues.

42. The Agency shall adhere to the particulars furnished to the Authority while submitting the tender. Any mis-representation of document; information or the particulars furnished during the tender shall lead to termination of agreement.
43. The successful bidder will enter into an agreement with the Authority to provide eligible technical personnel on outsourcing basis to be deployed as per requirement of the High Court on the above terms and conditions.
44. The figures up to two decimals shall be taken into account in calculating the quoted value.
45. The Authority reserves every right to terminate the contract at any time before the actual date of expiry of the contract in case of unsatisfactory performance of the Agency.

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. The Authority reserves the right either to modify or cancel this tender or modify the tender at any stage of Tender Process.

SECTION-IV

DOCUMENTS TO BE ENCLOSED WITH THE TECHNICAL BID

1. Application - Technical Bid,
2. Covering letter along with letter of authorization in the bidder's letter head annexed with a copy of document showing authority to authorize.
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/Registration of Agency.
6. Self-Attested copy of PAN
7. Self-Attested copy of GSTIN registration certificate,
8. Self-Attested copy of the latest IT return filed by agency for last 3 financial years i.e. 2022- 23, 2023-24 and 2024-25.
9. Self-Attested copy of the E.P.F. registration certificate,
10. Self-Attested copy of the E.S.I registration certificate,
11. Self-Attested copy of the statement of Bank Account of the Agency for the last Six Months.
12. Copies of the Income / Expenditure statements along with the balancesheet for the last 3 financial years including 2022-23, 2023-24 and 2024-25.
13. Copies of the work orders and completion certificate from the previous organizations for providing Technical Personnel for **complete three years** out of preceding five years by the end of financial year 2025-26 from the authorities.
14. Declaration that it has not been black listed in last five years (**on stamp paper**) i.e., 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26.
15. Declaration that there is no pendency of any criminal proceeding against it or the Proprietor or Director or Authorized agent (on bidder's letter head).
16. Undertaking of the Bidder to ensure the person to be deployed by it should not have any criminal proceeding.
17. Copy of Valid address proof of the office inside the State of Odisha, like copy of the electricitybill / land telephone bill/ Bank passbook.
18. Copy of Valid Certificate for claim if any towards exemption in EMD & concession in Performance Security (if any).
19. Copy of supporting document pertaining to current empanelment under OCAC as on submission of bid.
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.

Proforma For Furnishing Experience

Sl. No	Name of the Govt. Organization, Institute/ Public Sector Undertakings	Period of Contract	Contract Value (Per Annum)	Nos. of Technical Personnel deployed (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 of the MPA

(Name)

(Seal of the Agency)

NB:

- i) Experience in Central/ State Government / Autonomous Bodies/ Agencies / Societies/Corporate bidders 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,
Pin-753002**

Sub: Tender for selection of Agency for deployment of Technical Personnel at High Court of Orissa and Subordinate Courts across the State.

Dear Sir,

I, the undersigned, offer to participate in the tender process for deployment of Technical Personnel in accordance with your Tender Notice No:....., Dt..... and do hereby submit 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 bid are true and correct and any mis-representation shall lead to disqualification of the bid. 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 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 my proposal including forfeiture of the Earnest Money Deposit absolutely.

Designation -

Yours faithfully,

Address of the Bidder -

Authorized Signatory of the MPA
with Date & Seal

APPLICATION-TECHNICAL BID

1.	Name of the Bidder	
2.	Details of Bid Processing Fee : (Demand Draft Details)	DD No.: Date: Amount: Drawn on Bank
3.	Earnest Money Deposit (Demand Draft Details)	DD No.: Date: Amount: Drawn on Bank
4.	Name of the Director/Managing Partner/ Proprietor	
5.	Full Address of Registered Office.	Postal Address: Telephone Number.FAX No.: E-mail Address:
6.	Name & telephone number of the authorized Signatory signing the bid	Name and Designation: Mobile Number
7.	Bank Name	Account Number: Bank and Branch Name: IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN (Attach self-attested copy.)	
10.	E.P.F Registration No. (Attach self-attested copy)	
11.	E.S.I Registration No. (Attach self-attested copy)	
12.	OCAC empanelment certificate	
13.	Acceptance to all the terms & Conditions of the tender (Yes/No).	
14.	Power of Attorney / authorization letter for signing the bid documents	

15.	Declaration regarding non pending of any criminal proceeding against it or the proprietor / Director / authorized agent	
16.	Kindly mention the total number of Pages in the tender document.	
17. Financial turnover of the Agency for the last 3(three) Financial Year:		
Financial Year	Amount in lakh	Remarks if any
2022-23		
2023-24		
2024-25		
18. Additional information, if any (Attach separate sheet, if required)		

Signature of Authorized signatory of the MPA with seal

Place:

Full Name :

Date:

Mobile No.:

E-mail ID :

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director / Authorized Agent of the Manpower Providing Agency, am 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 undertake to abide by them.
3. The information/documents furnished along with the above application are true to my knowledge and belief. I am 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.

Yours faithfully,

**(Signature of Authorized signatory of the
MPA 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.

DECLARATION

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

I, do hereby declare that, our organization has not been blacklisted / debarred by any of the Central / State Government Department / Office or by any Public Sector undertaking (PSUs) during the last five years.

Yours sincerely,

Authorized Signatory of the MPA

Name and Designation of the Authorized Signatory:

Name of the Bidder and Address:



DECLARATION

**[On the Bidder's Letter Head regarding not having any pending criminal proceedings
for any criminal offences]**

I, do hereby declare that there is no criminal case pending or culminated in conviction in any Court of law against our company/organization or against the Proprietor / Director / Authorized Agent of the said Company/Organization.

Yours sincerely,

Authorized Signatory of the MPA

Name and Designation of the Authorized Signatory:

Name of the Bidder and Address:

LETTER OF AUTHORIZATION

To,

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

Sub.: Authorization of Representative

I / We, the undersigned, being the authorized signatory / signatories of M/s. _____ (supporting document enclosed), having its registered office at _____ and TAN: _____, do hereby authorize **Shri/Smt.** _____, holder of Aadhaar No. _____ (copy enclosed), to act as the authorized representative of the Agency for the purpose of this tender.

The authorized representative is empowered to:

1. Submit the bid/application and all supporting documents on behalf of the Agency.
2. Sign, execute, and submit all declarations, affidavits, undertakings, agreements, and other documents as may be required in connection with the tender process.
3. Represent the Agency before the Tender Inviting Authority and respond to any queries or communications relating to the tender.
4. Execute the agreement, if the bid is accepted, and undertake all acts necessary for the due performance of the contractual obligations on behalf of the Agency.

I/We hereby affirm and undertake that all acts, deeds, statements, declarations, and documents executed or submitted by the above-named authorized representative in connection with this tender shall be deemed to have been executed or submitted by the Agency itself. I/We further confirm that the Agency shall be fully responsible for and bound by all acts and omissions of the authorized representative in relation to this tender and any contract arising therefrom.

The specimen signature of the authorized representative is attested below.

Specimen Signature of the Authorized Representative

Signature: _____

Name: _____

Designation: _____

For and on behalf of M/s. _____

Signature of the Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

Seal of the Agency

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 designated committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price**.

SECTION-VI
FINANCIAL BID
COVERING LETTER

(BIDDER LETTER HEAD)

(LOCATION, DATE)

To

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

**Sub: Tender for selection of an Agency for deployment of Technical Personnel at the
High Court of Orissa and Subordinate Courts across the State.**

Sir,

I, the undersigned, offer to deploy 86 (Eighty Six) nos. of Technical Personnel on outsourcing basis in accordance with your Tender No. _____ Dated _____. The financial bid for the proposed deployment indicating monthly remuneration, service charge, statutory dues etc. is enclosed herewith. 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 deployment shall be made as per the terms & conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to modification, if any, resulting from contract negotiations, up to expiry of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender.

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

Yours faithfully,

Authorized Signatory of
the MPA
[In full and initials]

Name and Designation of Authorized Signatory

with Date and Seal:

Address of the Bidder:

APPLICATION - FINANCIAL BID		
FOR PROVIDING OF 86 TECHNICAL PERSONNEL IN THE HIGH COURT OF ORISSA AND SUBORDINATE COURTS ACROSS THE STATE		
Name of the Agency:		
1	2	3
	Rate per month per Outsourced Technical Personnel	Monthly rate in total for 86 Outsourced Technical Personnel
Remuneration (Per Month)		
E.P.F (Per Month)		
E.S.I. (Per Month)		
Service Charge (Per Month)		
GST (Per Month)		
	Total:	Total:
Total Charges for 86 nos. of outsourced Technical Personnel for one year (For 12 months)		
Total Charges for 86 nos. of outsourced Technical Personnel for one year (For 24 months)		

Date:

Signature of authorized signatory of the MPA
with seal

Full Name:

Place:

Telephone No/Mobile No.:

e-mail ID:

Notes :

1. The total rates quoted by the Agency should be inclusive of all statutory dues in force at the time of entering into contract.
2. The Monthly remuneration is fixed by the Govt. of Odisha as per The GA &PG Department Notification No: - GAD-SC-GCS-0225-2023-7982/GAD Dated 07.03.2024 (Table -2 under Point No.7) Sl. No.9 (Column No.3 i.e. Rs.26,400/-)
3. The minimum service charge to be quoted by the 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.
4. The figures up to two decimals shall be taken into account in calculating the quoted value.

SECTION - VII
BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
1.	TECHNICAL BID (ORIGINAL) along with Covering Letter in Bidders Letter Head		
2.	Bid Processing Fee		
3.	Letter of authorization in the bidder's letter head annexed with a copy of document showing authority to authorize		
4.	EMD		
5.	Copy of Incorporation / Registration Certificate of the Bidder		
6.	Copy of PAN card		
7.	Copy of GSTIN		
8.	Copies of Income Tax return for the last three Assessment years i.e. 2022-23, 2023-24, and 2024-25.		
9.	Copy of valid EPF		
10.	Copy of valid ESI certificate		
11.	Financial details of the bidder along with all the supportive documents showing Annual Turnover for the last 3 years i.e. 2022-23, 2023-24, and 2024-25.		
12.	Letter of Authorization in favour of the person signing the bid on behalf of the bidder annexed with copy of MoU/Certificate of Registration/Partnership Deed.		
13.	Copies of the work orders and completion certificate from the previous organizations for providing Technical Personnel for complete three years out of preceding five years by the end of financial year 2025-26 from the authorities		
14.	Declaration on a stamp paper for not having been black-listed by any Central / State Govt./ any Autonomous bodies during the last five years (2021-22 to 2025-26).		
15.	Declaration for not having any criminal proceeding it or the Proprietor or Director or Authorized agent		
16.	Undertaking of the Bidder to ensure the person to be deployed by it should not have any criminal proceeding		
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 complete Months.		

18.	Supporting Document of empanelment with OCAC as on submission of bid.		
19.	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.		
	Financial Bid (Original)		
20.	Covering Letter in Bidders Letter head		
21.	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.

SECTION - VIII

PERFORMANCE BANK GUARANTEE FORMAT

To,

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

WHEREAS _____ (Name and Address of the Agency)
(hereinafter called "the Manpower Provider") has undertaken, in pursuance of Contract
No. ___ Dated, _ to undertake the deployment (Description of
deployment) (Hereinafter called "**the Contract**")

AND WHEREAS it has been stipulated by _____ (Name of
the Authority) in the said contract that the Agency 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 Agency such a Bank Guarantee; **NOW
THEREFORE** we hereby affirm that we are Guarantors and responsible to you, on behalf of the
Agency 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 Agency to be in
default under the contract any sum or sums within the limits of the amount of guarantee without
you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further agree that no change or addition or other modification of the terms of the
contract to be affected here under in the contract documents which may be made between you and
the Agency.

This performance Bank Guarantee shall be valid until the _____ day of _____ 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

AGREEMENT FOR DEPLOYMENT OF OUTSOURCED TECHNICAL PERSONNEL

This Agreement is executed on this _____ day of _____, 20_____.

BETWEEN

The Registrar (Judicial), High Court of Orissa, Cuttack, acting for and on behalf of the High Court of Orissa, Cuttack (hereinafter referred to as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-office and permitted assigns),

OF THE FIRST PART

AND

M/s. _____, a firm/company registered under _____, having its registered office at _____ (hereinafter referred to as the “**Agency**”), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns,

OF THE SECOND PART.

RECITALS

WHEREAS, the Authority, pursuant to the tender process, issued Work Order No. _____ dated _____ to the Agency for deployment of **86 (Eighty-Six) Technical Personnel** on an outsourcing basis for the High Court of Orissa and the Subordinate Courts across the State of Odisha;

AND WHEREAS, the Agency accepted the said Work Order vide its Letter No. _____ dated _____ and agreed to provide the required manpower in accordance with the terms and conditions contained in the Tender Document and this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Scope of Work

The Agency shall deploy qualified, experienced, efficient, and competent Technical Personnel in accordance with the requirements of the Authority for the High Court of Orissa, Cuttack and the Subordinate Courts across the State of Odisha.

2. Duration of Agreement

2.1 This Agreement shall remain in force for a period of **two (02) years** commencing from _____ and ending on _____ (both days inclusive), unless terminated earlier in accordance with the provisions of this Agreement. Such period of two years may be extended by another year on satisfactory performance of the Agency.

2.2 The rates quoted by the Agency, including the service charge, shall remain firm throughout the currency of the Agreement. However, reimbursement shall be admissible in respect of:

- revision in remuneration notified by the Government of Odisha; and
- revision in statutory contributions such as EPF, ESI, GST, or any other statutory levy made applicable by law.

2.3 The Agency shall deposit all statutory dues within the prescribed time and furnish documentary proof thereof along with the monthly bill for the succeeding month.

2.4 No additional terms or conditions proposed by the Agency after execution of this Agreement shall be binding upon the Authority unless expressly accepted in writing.

2.5 The Authority shall process payment only after verification of the bill and supporting documents and shall not be liable for any delay arising from submission of incomplete or incorrect claims.

3. Terms of Payment

3.1 Performance Security

The Agency shall furnish a Performance Security equivalent to **5% of the total contract value** within seven working days from the date of issue of the Work Order in the form of an unconditional Bank Guarantee issued by any Scheduled Bank situated in Odisha in favour of **The Registrar (Judicial), High Court of Orissa, Cuttack**.

The Performance Security shall remain valid throughout the contract period and shall be released after satisfactory completion of the Agreement without interest.

3.2 Monthly Bills

The Agency shall:

- release remuneration to all deployed Technical Personnel before raising the monthly bill;
- submit monthly bills during the first week of the succeeding month;
- enclose attendance sheets/absence statements duly certified by its authorized representative; and
- furnish documentary proof of payment of remuneration and statutory contributions.

Subject to verification, payment shall ordinarily be released during the second week of the succeeding month.

3.3 Payment of Remuneration

The Agency shall disburse remuneration exclusively through online transfer to the bank accounts of the deployed Technical Personnel and shall furnish proof thereof to the Authority.

4. Authorized Signatories

4.1 Every notice, communication, instruction, or correspondence under this Agreement shall be signed by the duly authorized signatory of the respective party.

4.2 The Agency shall act only upon written instructions issued by an Authorized Signatory of the Authority whose name shall be communicated in writing.

5. Obligations and Responsibilities of the Agency

The Agency shall:

- (a) insure all deployed Technical Personnel against liabilities arising out of death or bodily injury during the course of employment. The Authority shall bear no liability whatsoever in this regard;
- (b) comply with all applicable labour and employment laws;
- (c) deploy only persons of sound character, good conduct, and physical fitness;
- (d) issue identity cards to all deployed personnel and ensure that the same are displayed while on duty;
- (e) arrange periodic medical examinations of its personnel at its own cost and immediately replace any employee found suffering from a communicable disease;
- (f) deploy a competent supervisor during working hours for effective supervision and coordination;
- (g) ensure discipline, cleanliness, decency, safety, and proper conduct of its personnel;
- (h) ensure that technically competent personnel are deployed for the duties assigned, strictly adhering to the principle of "Right Person for the Right Job."

6. Statutory Compliance

The Agency shall:

- (a) comply with all statutory obligations including EPF, ESI, GST, labour welfare legislation, and other applicable laws;
- (b) obtain and maintain all licences, registrations, permissions, and statutory approvals required for execution of this Agreement and shall furnish them as and when required;
- (c) submit proof of payment of statutory dues before release of the subsequent monthly bill;
- (d) provide first-aid facilities wherever required under applicable law;
- (e) indemnify the Authority against all liabilities, claims, penalties, losses, litigation, or expenses arising from any statutory non-compliance on the part of the Agency;
- (f) ensure that deployment is purely on an outsourcing basis and that no employer-employee relationship is created between the Authority and the deployed personnel;

- (g) obtain an undertaking from every deployed Technical Personnel acknowledging that they shall not claim regularization, permanent appointment, or any employment benefits from the Authority.

7. Indemnity

The Agency shall indemnify and keep indemnified the Authority against all claims, actions, proceedings, damages, losses, costs, expenses, or liabilities arising out of:

- (a) negligence, misconduct, fraud, dishonesty, criminal acts, omission, default, or breach of duty by the Agency or its personnel;
- (b) theft, misappropriation, robbery, or any unlawful act committed by its personnel;
- (c) violation of any statutory provision or contractual obligation.

8. Limitation of Liability

Except in cases involving fraud, willful misconduct, criminal acts, or statutory liability, the liability of the Agency under this Agreement shall not exceed **10% of the total contract value**.

9. Sub-contracting

The Agency shall not assign, transfer, or sub-contract its obligations under this Agreement without the prior written approval of the Authority.

10. Loss or Damage to Property

The Agency shall be liable for any loss, theft, or damage to the property of the Authority caused by any act or omission of the Agency or its deployed personnel and shall make good such loss.

11. Consequential Loss

Neither party shall be liable to the other for any indirect, incidental, or consequential loss or damages except where such liability arises under statutory provisions or pursuant to an order of a competent court.

12. Breach, Penalty and Termination

12.1 Breach

In the event of breach of any term of this Agreement, the Authority may forfeit the Performance Security, recover damages in accordance with law, and terminate the Agreement.

12.2 Performance Review

The Authority may periodically assess the performance of the deployed Technical Personnel through its designated officers.

Where deficiencies are noticed, the Authority shall issue a written notice specifying the shortcomings.

The Agency shall submit its explanation/response within **seven (7) days**.

If the explanation/response is unsatisfactory, the Authority may impose deductions from the monthly bill proportionate to the deficiency in service.

12.3 Termination

The Authority may terminate this Agreement at any time for persistent non-performance, breach of contractual obligations, or violation of statutory requirements with forfeiture of security deposit.

The Agency may terminate the Agreement if the Authority defaults in payment of undisputed dues on more than three occasions during a calendar year after serving a written notice.

13. Force Majeure

Neither party shall be liable for failure to perform its obligations owing to events beyond its reasonable control including natural calamities, war, riots, epidemics, governmental restrictions, or other force majeure events.

The affected party shall promptly notify the other party in writing.

14. Jurisdiction

This Agreement shall be governed by the laws of India.

Subject to applicable law, the High Court of Orissa at Cuttack, Odisha, shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

15. Entire Agreement

This Agreement, together with the Tender Document, Work Order, and the documents referred to herein, constitutes the entire agreement between the parties.

16. Documents Forming Part of the Agreement

The following documents shall form an integral part of this Agreement:

1. Tender Document.
2. Scope of Work (Section-II).
3. General Terms and Conditions (Section-III).
4. Financial Bid accepted by the Authority.
5. Work Order.
6. Letter of Acceptance.
7. Performance Security/Bank Guarantee.
8. Any amendment or clarification issued by the Authority.

IN WITNESS WHEREOF

The parties hereto have executed this Agreement on the date first written above.

Authority

Signature: _____

Name: _____

Designation: Registrar (Judicial)

For M/s. _____

Signature: _____

Name: _____

Designation: _____

Seal

Seal

WITNESSES

On behalf of the Authority

1.

2.

On behalf of the Agency

1.

2.