



**Government Of Odisha
Health & Family Welfare Department**

Tender Call Notice

No.HFW-OE-EST2A-0001-2025. 8325 /H., Dated: 19-03-2025

Sealed Tenders are invited from reputed registered Manpower Agencies / Service Provider Agency to provide services of **Peon** on outsourcing basis in the office of Health & F.W. Department for a **period of one-year w.e.f. 01.05.2025 to 30.04.2026.**

Tender should be accompanied with refundable Earnest Money Deposit (EMD) of **Rs.10,000/- (Rupees Tender thousand) only** in shape of account payee Demand Draft in favour of DDO-cum-Deputy Secretary to Government, Health & F.W. Department on any Nationalized Bank payable at Bhubaneswar, failing which the tender shall be rejected.

The detailed Tender Document and information can be downloaded from the websites (www.health.odisha.gov.in/ and <https://tendersodisha.gov.in/>).

The intending registered Firms/ Outsourcing Agencies may submit Tenders along with other supporting documents to Addl. Secretary to Government, Health & F. W. Department latest **by 5.00 PM of date 02.04.2025** through Speed Post/ Registered Post only. Tender documents received beyond the stipulated period shall not be entertained.

The authority reserves the right to cancel all bids without assigning any reason thereof.

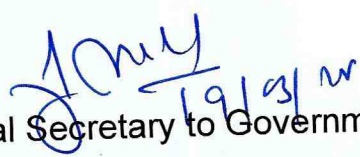

Additional Secretary to Government

Memo No. 8326 /H.,

Dated: 19-03-2025

Copy (both in hard & soft) forwarded to the Head, State Portal, Information & Technology Department for information and necessary action.

It is requested upload the tender document in the websites (<https://health.odisha.gov.in/> & <https://tendersodisha.gov.in/nicgep/app>).


Additional Secretary to Government

Memo No. 8327 /H.,

Dated: 19-03-2025

Copy (both in hard & soft) forwarded to the Director, Information & P.R. Department for information and necessary action.

It is requested to publish the above Tender Notice in one widely circulated Odia daily and One English daily for one day **on or before 20.03.2025** for information of all concerned and send the copy of the publication to the undersigned for reference.


Additional Secretary to Government

**GOVERNMENT OF ODISHA
HEALTH & FAMILY WELFARE DEPARTMENT**

TENDER DOCUMENT

Sealed Tenders are invited from reputed registered Manpower Agencies / Service Provider Agency to provide services of **Peon** on outsourcing basis in the office of Health & F.W. Department, Lok Seva Bhawan, Bhubaneswar for a **period of one-year w.e.f. 01.05.2025 to 30.04.2026.**

a.	Period of submission of Tender Document	19.03.2025 to 02.04.2025
b.	Last Date and time for submission of Tender Document	02.04.2025 (5.00 P.M.)
c.	Date and time for opening of	
	i. Technical Bids: -	03.04.2025 (12.00 Noon)
	ii. Financial Bids of eligible Technical Bidders On	03.04.2025 (4.00 P.M.)
d	Likely date for commencement of deployment of required manpower	01.05.2025

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Health & F.W. Department, Odisha Secretariat, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **14 (Fourteen) nos. of Peons on Outsourcing basis** for day-to-day official work. The engagement of outsourced personnel is purely a third-party service, and it will be guided by **GA & PG Resolution No.7982/GAD. dated.07.03.2024.**
2. The contract for providing the aforesaid manpower is likely to commence **from 01.05.2024** and may continue for one year till 30.04.2026. The period of contract may be further renewed beyond the contract date subject to the requirement of the Department and satisfactory performance of the Service Provider Agency. The Department, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider Agency.
3. This Department has requirement for 14 (Fourteen) no. of Peons. The process of outsourced engagement through service provider shall be regulated on contract basis with consolidated remuneration by the terms and conditions of **GA & PG Resolution No. 7982/GAD dated.07.02024** and Finance Department Notifications issued in this regard from time to time regarding engagement of Outsourced Personnel through Service Provider Agency.

REVISED RATE OF REMUNERATION (EFFECTIVE FROM FEBRUARY 2024)							
SL. NO.	EXISTING MONTHLY REMUNERATION	REVISED MONTHLY REMUNERATION BASED ON YEARS OF EXPERIENCE					
SL. NO.	WAGES PER MONTH	Less than 5 years	5+ to 10 years	10+ to 15 years	15+ to 20 years	20+ to 25 years	More than 25 years

1	10100	12600	13600	14600	15600	16600	17600
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4. The tentative estimated cost of the contract is Rs.30,00,000/- (Rupees Thirty Lakh) Only excluding Service charges, E.P.F. (Employer Contribution) and E.S.I. (Employer Contribution).
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.10,000/- (Rupees Ten thousand) only** and other requisite documents by **date 25.03.2025(5.00 P.M.)** to the **Additional Secretary to Government (I/c Office Establishment), Health & F.W. Department, Lok Seva Bhawan, Bhubaneswar-751001.**
6. The various crucial dates relating to **"Tender for Providing Manpower Services to the Health & FW Department, Odisha Secretariat, Bhubaneswar-751001"** are cited as under:

a.	Period of submission of Tender Document	19.03.2025 to 02.04.2025
b.	Last Date and time for submission of Tender Document	02.04.2025 (5.00 P.M.)
c.	Date and time for opening of	
	i. Technical Bids: -	03.04.2025 (12.00 Noon)
	ii. Financial Bids of eligible Technical Bidders On	03.04.2025 (4.00 P.M.)
d	Likely date for commencement of deployment of required manpower	01.05.2025

7. The tender has been invited under **two bid system** i.e. **Technical Bid and Financial Bid**. The interested Manpower Service Provider Agencies are advised to submit two separate sealed envelopes superscribing **"Technical Bid for Providing Manpower Services to Health & F.W. Department"** & **"Financial Bid for Providing Manpower Services to Health & F.W. Department"**. Both sealed envelopes should be kept in a third sealed envelope superscribing

"Tender for Providing Manpower Services to Health & F.W. Department".

8. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft / Pay Order drawn in favour of DDO-cum-Deputy Secretary to Government, Health & FW Department, Lok Seva Bhawan, Bhubaneswar **failing which the tender shall be rejected summarily.**
9. The successful tenderer shall have to deposit a Performance Security Deposit of **Rs.65,000/- (Rupees Sixty Five Thousand) only** in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **DDO-cum-Deputy Secretary to Government, Health & F.W. Department, Lok Seva Bhawan, Bhubaneswar** covering the period of contract. In case, the contract is further renewed beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" or Group "B" Gazetted Officer(s) of the State Governments / Central Government), along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further:**
 - (a) Registration certificate of the applicant Organization.
 - (b) Copy of PAN / GIR Card.
 - (c) Copy of the Income Tax Returns filed for the last three financial years.
 - (d) Copies of E.P.F. and E.S.I. Certificates having GSTIN Number.
 - (e) Copy of the valid G.S.T. Registration Certificate.
 - (f) Certified extracts of the Bank Account containing transactions during the last three years.
 - (g) Agencies must have Office/Branch Office within the territory of Bhubaneswar.
 - (h) Copy of the Labour License.

- (i) Certified copy of turnover for the last three years.
11. Conditional bids shall not be considered and will be outrightly rejected at the first instance.
 12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialized by the person authorized to sign the tender bids.
 13. The Technical Bids shall be opened on the scheduled date and time at **03.04.2025 (12.00 Noon)**, in the Department in the presence of the proprietors / representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
 14. The Financial Bid of only those tenderers will be opened whose technical bids are found in order. The Financial Bids shall be opened at **03.04.2025 (4.00 P.M.)**, in the Department in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
 15. The Competent Authority of the Health & FW Department reserves the right to annul all bids without assigning any reason, thereof.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER
SERVICE PROVIDER:-**

The tendering Manpower Service Provider should fulfill the following technical specifications:

- (a) The registered office or one of the branch offices of the Manpower Service Provider should be located within the jurisdiction of Bhubaneswar Municipal Corporation.
- (b) They should be registered with the appropriate registration authority.
- (c) They should have at least **two /three years'** experience in providing manpower to Government Departments, Public Sector Companies / Banks, etc.
- (d) They should have their own Bank Account.
- (e) They should be registered with Income Tax Department and under the GST;
- (f) They should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have any other regulatory clearance that may be required for providing manpower services.
- (h) Minimum turn-over should not be less than Rs.50.00 (Fifty) lakhs per annum.
- (i) Execution of contracts of similar types (at least two) during the preceding 3 (three) years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE SO
ENGAGED BY THE SUCCESSFUL MANPOWER SERVICE
PROVIDER IN THE HEALTH & F.W. DEPARTMENT, LOK SEVA
BHAWAN, BHUBANESWAR:-**

1. She/ he should be above 18 years of age and not exceeding 40 years.
2. The minimum Educational Qualification for Peon will be 10th standard or equivalent. The person should be able to speak, write and understand Odiya.

APPLICATION - TECHNICAL BID

For Providing Manpower Services to Health & FW Department.

1. Name of Tendering Manpower Service Provider:

2. Details of Earnest Money Deposit: DD No.
date..... of Rs. drawn on Bank

3. Name of Proprietor/ Partner/ Director:

4. Full Address of Registered Office:

Telephone No.:
FAX No.:
E-Mail Address:
5. Full address of Operating/ Branch Office:

Telephone No.:
FAX No.:
E-Mail Address:
6. Name & telephone no. of Authorized Officer / person to liaise with
Field Office(s):

7. Banker of the Manpower Service Provider (Attach certified copy of
statement of A/c for the last Three years):
.....
.....
Telephone Number of Banker:
8. PAN / GIR No. (Attach attested copy) :

9. GST Registration No. (Attach attested copy)

10. E.P.F. Registration No.....
(Attach attested copy)
11. E.S.I Registration No.
(Attach attested copy)
12. Registration/License No. under the contract labour
(Regulation and Abolition) Act-1970.

13. **Financial turnover of the tendering Manpower Service Provider for the last 3(three) Financial Years.**

Financial Year	Amount (in Lakhs)	Remarks, if any
2023-24		
2022-23		
2021-22		

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

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

Sl. No.	Name of client, address, telephone & Fax No.	Manpower services provided		Amount of contract (in Lakhs)	Duration of contract	
		Type of manpower provided	No.		From	To

16. Additional information, if any (Attach separate sheet, if required)

Date:

Place:

Signature of authorized person

Name:

Seal:

UNDERTAKING

[On the Stamp Paper of Rs. 10.00 in shape of affidavit from the Notary regarding non-blacklisting]

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

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

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 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 period among all technically qualified bids, will be considered for award of contract.**

DECLARATION

1. I,
Son / Daughter / Wife of Shri Propri-
etor / Director/ authorized signatory of the Service Provider, mentioned
above, 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 and authentic to the best of my knowledge and
belief. I /we, am / are well aware of the fact that furnishing any
false information / fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution
under appropriate law.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

APPLICATION - FINANCIAL BID

For providing services of Fourteen (14) Peons on outsourcing basis to Health & F.W. Department

1. Name of tendering 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 Person (in Rs.)						
		* Take Home Remuneration	EPF	ESI	Other Statutory Dues, if any	Service charge	G.S.T.	Total
A	B	C	D	E	F	G	H	I
1.	Peon							

* Consolidated remuneration per person should be as per GA & PG Department Resolution No.7982/F, Dated.07.03.2024 (Sl. No.1 of Para-7) and subsequent Resolution/ Clarification thereon, if any, comes out in future regarding engagement of Outsourced Personnel through Service Provider Agency.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

Notes:

1. The total rates quoted by the Service Provider should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. 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 each manpower.
3. Fraction of Rupees quoted will rounded up to nearest rupees.
4. The minimum rate of service charges as prescribed by Finance Department, Government of Odisha O.M. No.19595/F. dtd.11.07.2023 shall be basic minimum which any Manpower Agency can quote.

TERMS & CONDITIONS:-

GENERAL

1. The Agreement shall commence from **1st week of** _____ and shall continue for one year till _____ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower so engaged, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire after completion of period of one year **unless** renewed further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be renewed, on the same terms and conditions or with some additions/ deletions/modifications, 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 Department, at present, has tentative requirement of 14 (Fourteen) nos. of Peons on urgent basis for day to day office work and Residence Office work at Bhubaneswar. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period too, after giving 01 (one) month notice to the Manpower Service Provider without assigning any reason thereof.
8. The peons engaged on outsourcing basis through Service Provider are required to report for work in time as per their nature of duty and

shall work under the officer as may have been kept in charge of the office/Department and would leave after completion of duty hours and remain beyond duty hour in exigency for which he/she would not be paid any extra remuneration. In case, the person so engaged 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.

9. The person(s) so engaged on an outsourcing basis through Service Provider may be called on holidays to attend duty, if required, in case of exigency.

10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons so engaged could be availed without any disruption.

11. The entire financial liability in respect of manpower services so engaged on outsourcing basis through service provider in the Health & FW Department shall be that of the Manpower Service Provider and the Health & FW Department will in no way be liable. It will be the sole responsibility of the Manpower Service Provider to pay to the person so engaged a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.

12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so engaged. The persons so engaged by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons so engaged. The Department authority shall, in no way, be responsible for the settlement of such issues whatsoever. In case the grievances of such engaged person are not attended to by the Manpower Service Provider the engaged person can place their grievance before a Joint Committee consisting of a representative of the Department /Office concerned and an Authorized representative of the Manpower Service Provider.

14. The Department shall not be responsible for any financial loss or any injury to any person so engaged by the Manpower Service Provider in

the course of their performing the functions/duties, or for payment towards any compensation.

15. The persons so engaged by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks, allowances and other facilities admissible to regular / confirmed/ contractual employees during the currency or after expiry of the Agreement.

16. In case of termination of this Agreement on its expiry or otherwise, the persons so engaged by the Manpower Service Provider shall not be entitled to and shall have no right/claim for any absorption in regular or any other capacity.

17. The person so engaged shall not claim any benefit or compensation or absorption or regularization of deployment with this office under the provision of Rules and Acts. Undertaking from the person so engaged to this effect shall be required to be submitted by the Manpower Service Provider at the timing of commencement of such engagement.

18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the engagement due to his/her 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 and any other statutory payments, wherever applicable.

20. The persons so engaged by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

21. The persons so engaged should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office. The Manpower Service Provider

shall be responsible for any act of indiscipline on the part of the persons so engaged.

22. The service charges should be reasonable & commercially feasible in connection with all statutory dues, supervision charges, ID Card, uniform with justification in price bill.

LEGAL:

23. The persons so engaged shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person so engaged liable for penal action under the applicable laws besides, action for breach of contract.

24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons so engaged by it in the Department. The Department shall have no liability in this regard.

25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department as and when required.

26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or any other authority under Law.

27. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act /Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department.

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department is put to any loss / obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of such engaged persons and non-payment of statutory dues. The Department will have no liability towards non-payment of remuneration to" the persons engaged 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 Department by the persons so engaged, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL:

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.10,000/- (Rupees Ten thousand) only in the form of Demand Draft / Pay Order drawn in favour of DDO-cum-Deputy Secretary to Government, Health & FW Department, Lok Seva Bhawan, Bhubaneswar-751001 **failing which the tender shall be rejected out rightly.**

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 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

32. The successful tender will have to deposit a Performance Security Deposit of Rs. 65,000/- (Rupees Sixty Five thousand) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further renewed beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the Manpower Service Provider.

33. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.

34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons so engaged and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

35. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office Concerned.

36. The amount of penalty calculated @ 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

37. 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.

38. 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.

39. All disputes shall be under the jurisdiction of the court at Bhubaneswar.

40. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID:-

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest Income Tax Return filed by agency;
6. Attested copy of G.S.T. registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/ certificate;
9. Certified documents in support of the financial turnover of the agency;
10. Certified documents in support of entries in Column-13 of Technical Bid application;
11. 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.
12. Authorization Certificate of Agency.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY
BEFORE DEPLOYMENT OF MANPOWER:-**

1. List of Manpower short listed by agency for deployment in Health & F.W. Department, containing full details i.e. date of birth, marital status, address, educational certificate, contact number etc.
2. Bio-data of all persons with Passport size Photograph, copy of Aadhaar Cards.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Governor of Odisha represented by _____, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s-----
represented by Shri....., here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas the "Authority" desires that the services of "....." are required inDepartment / Office;

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions 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 constructed 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 "**Peon**" in the **Health & FW Department**, Lok Seva Bhawan, Bhubaneswar in conformity with the provisions of the Terms and 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 and Conditions.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.

5. That this agreement is valid up 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 to
sign on behalf of
Manpower Service
Provider**

**Signature of the
Authority An officer
acting in the
premises for and on
behalf of the
Governor of Odisha.**

In the presence of witness:-

Witness

1. Name.....

Address.....

2. Name.....

Address.....

Witness

1. Name.....

Address

2. Name

Address

TERMS & CONDITIONS OF THE AGREEMENT:-

1. The Agreement shall commence from **01.05.2025** and shall continue for a period of one year **30.04.2026** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower so engaged, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on **30.04.2026** unless renewed further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be renewed, on the same terms and conditions 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 stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a 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 01 (One) month notice to the Manpower Service Provider without assigning any reason thereof.
7. The peons engaged on outsourcing basis through service provider required to report for work in time before 10.00 A.M. or as per their nature of duty assigned and shall work under the officer as may have been kept in charge of the office/Department and would leave after completion of duty hours. In case of Administrative exigencies, he/she may be required to work beyond office hours for which he/she would not be paid any extra remuneration. In case, the person so engaged 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. In case person so engaged is asked to work beyond 8 p.m. or is called on holidays to attend to his duty, then extra remuneration as per rates approved by competent authority will be paid.

9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons so engaged could be availed without any disruption.

10. The entire financial liability in respect of manpower services so engaged on outsourcing basis through service provider in the Health & FW Department shall be that of the Manpower Service Provider and the Health & FW Department will in no way be liable. It will be the sole responsibility of the Manpower Service Provider to pay to the person so engaged a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.

11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so engaged. The persons so engaged by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons so engaged. The Department authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the such engaged person are not attended to by the Manpower Service Provider the engaged person can place their grievance before a Joint Committee consisting of a representative of the Department /Office concerned and an Authorized representative of the Manpower Service Provider.

13. The Department shall not be responsible for any financial loss or any injury to any person so engaged by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

14. The persons so engaged on outsourcing basis by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks,

allowances and other facilities admissible to regular / confirmed employees during the current or after expiry of the Agreement.

15. In case of termination of this Agreement on its expiry or otherwise, the persons so engaged by the Manpower Service Provider shall not be entitled to and shall have no right/claim for any absorption in regular or any other capacity.

16. The person so engaged shall not claim any benefit or compensation or absorption or regularization of deployment with this office under the provision of Rules and Acts. Undertaking from the person so engaged to this effect shall be required to be submitted by the Manpower Service Provider at the timing of commencement of such engagement.

17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the engagement due to his/her 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 and any other statutory payments, wherever applicable.

19. The persons so engaged by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The persons so engaged should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons so engaged.

21. The persons so engaged shall, during the course of their work be privy to certain qualified documents and information which they are not

supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person so engaged liable for penal action under the applicable laws besides, action for breach of contract.

22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons so engaged by it in the Department. The Department shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department as and when required.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or any other authority under Law.

25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act /Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department is put to any loss / obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of such engaged persons and non-payment of statutory dues. The Department will have no liability towards non-payment of remuneration to" the persons engaged 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 Department by the persons so engaged, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

28. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.

29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department in respect of the persons so engaged and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office Concerned.

31. The amount of penalty calculated @ 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

32. The Employer's share of share of contribution towards E.P.F. and E.S.I., G.S.T. and service charge of the manpower service provider shall not be deducted from the take home remuneration of the person so engaged by the Manpower Service Provider for deposit of the same with the concerned authorities.

33. The share of contribution towards E.P.F. and E.S.I. of the person so engaged shall be deducted by the manpower service provider from their take home remuneration for deposit of the same with the concerned authorities.

34. 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.

35. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

36. All disputes shall be under the jurisdiction of the court at Bhubaneswar.
