



ଜିଲ୍ଲା ପରିଷଦ, ଦେବଗଡ଼

ପଞ୍ଚାୟତିରାଜ ଓ ପାନୀୟ ଜଳ ବିଭାଗ
ଓଡ଼ିଶା ସରକାର

Zilla Parishad, Deogarh

PANCHAYATIRAJ & DRINKING WATER DEPARTMENT
GOVERNMENT OF ODISHA

BY FAX/E-mail

ପୁରୁଣାଗଡ଼, ଦେବଗଡ଼ - ୭୬୮୧୧୯

ଦୂରଭାଷ: ୦୬୬୪୧ - ୨୨୬୩୩୦

Purunagarh, Deogarh-768119

Phone-06641 - 226330

E-mail : ori-ddeogarh@nic.in

TENDER NOTICE

No: 2237 /ZP Date: 14.08.2025

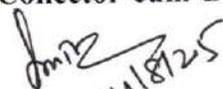
Tender Notice for award of contract for providing of services of different categories of Man Power of Rural Housing, MGNREGS, RGSA, DWSM in Zilla Parishad Deogarh and Three Blocks of Deogarh District for a period of one year initially and can be extended on Satisfactory performance.

Sealed tender are invited from reputed manpower service provider/Agency to provide the services of approximately 26 Nos. of personnel under different capacity (MGNREGS Assistant – 8, ACP – 02, DEO – 03, DPC – 01, DPE – 01, CCE – 01, BPC – 03, BPA – 03, BLC – 3 & Peon - 01) to Office of the Zilla Parishad, DEOGARH and all Block Offices) of DEOGARH District for a period of one year w.e.f. 15.9.2025 to 14.9.2026 on contract basis for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may be downloaded from the website www.deogarh.odi.gov.in. The last date and time for submission of Tender document is 1st September, 2025 (date) by 5.00 (time) PM.

The corrigendum/ amendment to this notice required shall be published only in the District website and will not be published again in newspapers. The undersigned reserves the right to accept or reject any application without assigning any reason(s) thereof.

By Order of Collector-cum-DPC

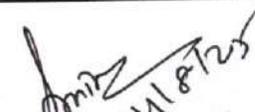

CDO-cum-EO,
Zilla Parishad, Deogarh

Memo No: _____/ZP

Date: _____

Copy to the Joint Secretary, I&PR, Department, Govt of Odisha for information and with a request to publish the above tender call notice for one day of the Govt approved rate in two daily prominent news paper (One Odia & One English) for wide publication.

Copy to the District e-Governance Manager, Deogarh for information with a request to web hoist the advertisement in the district web site www.deogarh.odi.gov.in immediately.


CDO-cum-EO,
Zilla Parishad, Deogarh

Zilla Parishad: Deogarh

(Establishment Section)

Tender Document

For providing Services of different categories of Man Power of Rural Housing, MGNREGS, RGSA, DWSM in Zilla Parishad Office and three Blocks of Deogarh District by a Manpower Service Provider/Agency.

a	Period of issue of Tender Document	:	14 th August, 2025 to 01 st September, 2025
b	Date, time & Address for submission of Tender Document	:	From 14.8.2025 11.00 A.M to 01.09.2025 by 5.00 (time) PM "The CDO-cum-EO, Zilla Parishad, Deogarh, At / P.O.: Purunagarh, Dist:Deogarh, Pin:768119"
c	Date and time for opening of		
	(i) Technical Bids	:	02.09.2025 at 11.00 A.M
	(ii) Financial Bids of eligible Bidders	:	Will be Decided Later
d	Likely date for commencement of deployment of required manpower	:	15.09.2025

Signature of the Bidder

CONTENTS OF TENDER DOCUMENT

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Zilla Parishad, Deogarh requires the services of reputed, well established and financially sound Manpower Service Providers/Agencies to provide services of **different categories of Man Power of Rural Housing, MGNREGS, RGSA, DWSM in Zilla Parishad Office and 3 Blocks, of Deogarh** on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from the month of 15.9.2025 (date) and would continue till 14.9.2026 (date). The period of the contract may be further extended beyond September, 2026 (date) subject to satisfactory performance provided the requirement of the Office for manpower persists at that time or may be curtailed/ terminated before September, 2026 (date) owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the concerned Office's requirements. This Office, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Office has tentative requirement for MGNREGS DEO – 03 MGNREGS Assistant – 8, MGNREGS ACP – 02, , DPC RH – 01, DPE RH – 01, CCE RH – 01, BPC RH – 03, BPA RH – 03, BLC RGSA– 3 & Peon ZP - 01. The requirements are subject to increase/decrease in any/ all the categories.
4. The age of the person to be engaged must be for MGNREGS DEO, Assistant, ACP, Rural Housing DPC, DPE, CCE, BPC, BPA and Peon ZP is above 18 years and below 40 years. For BLC RGSA between 22 to 50 years.
5. The estimated cost of the contract is approximately **Rs.4,36,738/- (four lakhs thirty-six thousand seven hundred thirty-eight only) Per Month for all the Above 26 posts.**
6. The tender Documents can be downloaded from the official website of Deogarh District i.e. www.deogarh.odi.gov.in . The cost of Tender is **Rs.10,000/- (Rupees ten thousand)** only in shape of D.D. drawn in favour of **"CDO-cum-EO, Zilla Parishad, Deogarh"** payable at Deogarh will be deposited along with tender Documents.
7. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.1,05,000.00** and other requisite documents by 01.09.2025 up to 5.00 (time) PM through **Speed Post/Registered Post only** (Any other mode will not be considered) in the following Address:

The Chief Development Officer-cum-Executive Officer, Zilla parishad, Deogarh. At/ Po: Purunagarh, Dist:Deogarh, Pin-768119.

8. The various crucial dates relating to "Tender for Providing Manpower Services to the different Block Offices and Zilla Parishad, Deogarh" are cited as under:

(a). Period of issue of Tender Document	:	14.8.2025 to 01.09.2025
(b). Date and time for submission of Tender Document	:	14.8.2025 to 01.09.2025
(c). Date and time for opening of		
i. Technical Bid	:	02.09.2025 at 11.00 A.M
ii. Financial Bids of eligible Tenders and selection	:	Will Be Decided Later
(d). Likely date for commencement of Deployment of required manpower	:	15.09.2025

9. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to different Block Offices and Zilla Parishad, Deogarh**" and "**Financial Bid for Providing Manpower Services to Block Offices and Zilla Parishad, Deogarh,**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Block Offices and Zilla Parishad, Deogarh**".
10. The Earnest Money Deposit (EMD) of **Rs.1,05,000.00 (Rupees one lakh five thousand only)**, refundable (**without** interest), should be necessarily accompanied with the Technical Bid of the service provider in the shape of Demand Draft / Pay Order drawn in favour of **Chief Development Officer-cum-Executive Officer, Zilla Parishad, Deogarh failing which the tender shall be rejected summarily**.
11. The successful tenderer will have to deposit a Performance Security Deposit of **Rs.2,62,043.00 (Rupees Two lakh sixty-two thousand forty-three Only)** in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Chief Development Officer-cum-Executive Officer, Zilla Parishad, Deogarh** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
12. The tendering Manpower Service providers /Agencies are required to enclose photocopies of the following documents (duly attested by Group Gazetted Officers of the State Governments/Central Government),

along with the Technical Bid, **failing which their bids shall be summarily/ out right by rejected and will not be considered any further:**

- (a) Covering Letter along with Power of Attorney on the Bidders letter Head
- (b) Demand Draft in support of Bid Processing Fees as applicable
- (c) Demand Draft in support of EMD as applicable
- (d) Registration certificate of the applicant organization (Certificate of Incorporation)
- (e) Copy of PAN card;
- (f) Copy of GSTIN, 3B Latest
- (g) Copy of the IT return filed for the last three financial years 2022-23,2023-24, 2024-25
- (h) Copies of EPF and ESI certificates;
- (i) Copy of the Service Tax registration certificate;
- (j) Copies of the Income/Expenditure statement along with Balance sheet for the last three years duly certified by the Chartered Accountant
- (k) Copies of the Work Orders from the previous organizations for providing services during last 3 years
- (l) Certified extracts of the Bank Account containing transactions during last three years.
- (m) Undertaking regarding non-black listing (On Stamp Paper)
- (n) Under taking regarding non-pending of any Judicial Proceedings (on Bidder's letter Head)

13. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
14. **The bid of blacklisted service provider agency shall be rejected.**
15. In case of the bid amount of two or more bidders are equal than the bid will be finalized through draw of lot.
16. All entries in 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 suchcases, the tender shall be summarily rejected.** However, the Cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
17. The Technical bids shall be opened on the scheduled date and time at 11.00 AM on 02.09.2025 (date), in the Office of the Zilla Parishad, Deogarh, in the presence of the bidder or authorized representatives of the bidder, if any, who wish to be present on the spot at that time.
18. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The opening of Financial Bid shall be decided later.
19. The Competent Authority of the Zilla Parishad Office, Deogarh reserves the right to cancel all bids without assigning any reason thereof.
20. Any corrigendum / addendum shall be web hoisted in dist. Website i.e. www.deogarh.odi.gov.in

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. 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 the user Department/Office. Besides, if the Department/ Head of Department/ Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least **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 and Service Tax Departments;
 - (f) They should be registered with appropriate authorities under 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 Rs. 5,00,00,000/- (Rupees five crore) only.
 - (i) Execution of contracts of similar type of Rs. 35,00,000/- (Rupees thirty-five Lakhs) only during preceding 3 years.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
DIFFERENT BLOCK OFFICES AND ZILLA PARISHAD, DEOGARH**

The approximate manpower requirement scheme wise on outsource basis is as follows:

1. Project Management Unit (MGNREGS)

Position	Minimum Educational Qualification	Relevant Work Experience	Requirement of Approximate No. of Manpower
MGNREGS Assistant	<ul style="list-style-type: none"> Graduate with computer knowledge. Preference will be given to candidates who are working currently under MGNREG scheme 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. 	08
Additional Computer Programmer (ACP)	<ul style="list-style-type: none"> Graduate having computer proficiency up to 'O' level with use of INSCRIPT, key board for odia language. Preference will be given to commerce graduates with diploma in Computer application/ IT course recognized by State council. Preference will be given to candidates who are working currently under MGNREG scheme 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. Innovative problem-solving skills 	02
Data Entry Operator (DEO)	<ul style="list-style-type: none"> Intermediate in any discipline with computer knowledge. Preference will be given to candidates who are working currently under MGNREG scheme 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. 	03

2. Project Management Unit (Rural Housing)

Position	Minimum Educational Qualification	Relevant Work Experience	Requirement of Approximate No. of Manpower
District Project Coordinator (DPC)	<ul style="list-style-type: none"> University degree with PGDCA and Tally. Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. Innovative problem-solving skills 	01
District Project Executive	<ul style="list-style-type: none"> Intermediate with at least 06 months Diploma Course in Computer Applications. 	<ul style="list-style-type: none"> Experience of working/ internship with development 	01

(DPE)	<ul style="list-style-type: none"> Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> organization. Innovative problem-solving skills 	
District Call Center Executive (CCE)	<ul style="list-style-type: none"> Must have passed Intermediate examination. Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. 	01
Block Project Coordinator (BPC)	<ul style="list-style-type: none"> Graduation in any discipline with computer knowledge. Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. 	03
Block Project Assistant (BPA)	<ul style="list-style-type: none"> Intermediate with computer knowledge. Preference will be given to candidates who are working currently under Rural Housing scheme 	<ul style="list-style-type: none"> Experience of working/ internship with development organization. 	03

3. Zilla Parishad, Deogarh

Position	Minimum Educational Qualification	Relevant Work Experience	Requirement of Approximate No. of Manpower
Peon	<ul style="list-style-type: none"> Matriculation Should be well behaved and polite. Preference will be given to candidates who are working currently at Zilla Parishad, DEOGARH 	<ul style="list-style-type: none"> Experience of working in similar type of organization 	01

4. RGSA Zilla Parishad, Deogarh

Position	Minimum Educational Qualification	Relevant Work Experience	Requirement of Approximate No. of Manpower
Block Level Coordinator	Must be a graduate having strong academic background in Social Sciences, Sciences, Commerce & Management or Engineering. Preference will be	<ul style="list-style-type: none"> Should Experience possess excellent communication and liaison skills. Proficiency in basic 	03

	given to candidates having Postgraduate qualification. Age Limit: Between 22 to 50 Years.	computer application such as MS Word, MS Excel, MS Power Point and General Office Software is Mandatory for the position. <ul style="list-style-type: none">• Prior experience working with government agencies is preferred.• The candidate must be a resident within the state of Odisha or same or neighboring District/Block.	
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APPLICATION – TECHNICAL BID
For Providing Manpower Services to different Block Offices and
Zilla Parishad, Deogarh

1. Name of the Tendering Manpower Service Provider: -----
2. Details of Earnest Money Deposit: DD No.----- date -----
of Rs.; drawn on Bank.....
3. Details of Bid Processing Fee: DD No.----- date -----
of Rs.; drawn on Bank.....
4. Name of Proprietor/ Partner/
Director: -----

Mobile No: -----
5. Full Address of Registered
office:

Telephone No. :
E-Mail Address
Mobile No:
6. Full address of Office/
Branch Office : _____

Telephone No. : _____
E-Mail Address : _____
Mobile No: _____
7. Name & telephone no. of
Authorized officer/ person
to liaise with Field Office (s) : _____
8. Bank Account of the Manpower Service Provider: _____
(Attach certified copy of statement of
A/c for the last Three years) _____

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Telephone Number: _____
of Banker

9. PAN No.: _____
(Attach attested Copy)
10. Service Tax Registration No.: _____
(Attach attested Copy)
10. E.P.F. Registration No.: _____
(Attach attested Copy)
- 11 E.S.I. Registration No.: _____
(Attach attested Copy)
12. GSTIN Registration No. and Return (3B, Latest):
(Attach attested Copy)
13. Power of Attorney / Authorization Letter for signing the bid Documents:
14. Under taking that No Criminal case is pending with the police at the time of submission of Bid:
15. Balance sheet for last Three Years i.e. 2022-23,2023-24 & 2024-25
16. IT return filed for the last three financial years 2022-23,2023-24, 2024-25
17. Undertaking regarding non-blacklisting (on Stamp Paper):
18. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial years.

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2022-23		
2023-24		
2024-25		

19. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

20. Give details of services provided during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

Sl.No	Year	Name of client, address, telephone & Email Address	Manpower services provided		Amount of contract (Rs. Lacks)	Duration of contract	
			Type of manpower provided	No.		From	to

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

Date:
Place
:

Signature of
Prop/Director/authorized person
Name:
Seal:

DECLARATION

1. I, _____ Son/ Daughter/wife _____ /
of Shri _____ Proprietor/ 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 of any false information/ fabricated
document would lead to rejection of my tender at any stage and may attract
besides liabilities towards prosecution under appropriate law.

Date:
Place
:

Signature of Prop.
/Director/authorized person

Full Name:
Seal:

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APPLICATION – FINANCIAL BID
For Providing Manpower Assistance to different Block Offices and
Zilla Parishad, Deogarh

1. Name of tending 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						
		*Take home remuneration per person	EPF @ 13%	ESI @ 3.25%	Other statutory dues if any	Service Charge	GST @18 %	Total
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
1	Additional Computer Programmer	16,600/-						
2	MGNREGS Assistant	17,600/-						
3	Data Entry Operator	13,900/-						
4	DPC	27,038/-						
5	DPE	15,600/-						
6	CCE	15,600/-						
7	BPC	27,400/-						
8	BPA	16,600/-						
9	BLC	20,00/-						
10	Peon	9,000/-						
Total Amount								

Signature of Prop. /Director/authorized person

Date:
Place:

Full Name
Seal

Notes:

1. The total quoted rates quoted by the tendering agency 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's month

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only on the basis of no. of working days for which duty has been performed by each manpower.

The acceptable minimum rate of service charge shall be 3.85% (3% profit plus transaction charge) and in no case the service charge should exceed 7%.

Note: A) The tendering agency have to explain in detail the means they will adopt to utilize their service charge to meet all the contingencies in accordance, with the Labour law presently in vogue required for their outsourcing service. B) It is obligatory on the part of outsourcing agency to manage duties of their manpower on off days and to follow all Labour laws as applicable to them and that will be verified from time to time by the authority. C) Outsourced personnel are to be engaged by the service provider and authority/Government will not be liable for giving them contractual/permanent service in future. Such engagement by the service provider is absolutely temporary in nature and can be terminated at any time if deemed fit by the authority. False propaganda should not be spread by anybody that after a stipulated time these outsourced personnel will be made contractual, temporary permanent employee of the Zilla Parishad, Deogarh / Government.

The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

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TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 05.09.2025 (date) and unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 04.9.2026 (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and 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 MGNREGS Assistant – 8, ACP – 02, DEO – 03, DPC – 01, DPE – 01, CCE – 01, BPC – 03, BPA – 03, BLC – 3 & Peon - 01 on urgent basis. The requirement of the Department/ Office may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services as per order placed by the authority 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 and conditions 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 also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the Zilla Parishad, Deogarh and Block Office concerned as per their assignment or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 P.M. and may also be required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the concerned Block Offices / Zilla Parishad, Deogarh so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and deposit the ESI & EPF contribution. The SPA has to adduce any other 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 deployed. The persons deployed 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 deployed. The Department/ Office shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before 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 deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim or shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during or after expiry of the Agreement.

15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Government 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 is 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 job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for deposit of contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The person deployed must not disclose the official secrecy. Disclosure of official secrecy by any person deployed shall be disengaged immediately whenever intimated.

LEGAL

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

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 deployed by it in the Department or office concerned. The Department or office concerned 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 Department or office concerned 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 or office concerned.
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 office concerned 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 or office concerned.
26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department or the office concerned 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 employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
28. The Agency must not be blacklisted by any Authority/ Organization.

FINANCIAL

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) refundable without interest in the form of Demand Draft/ pay Order drawn in favour of **Chief Development Officer-cum-Executive Officer**, Zilla Parishad, Deogarh **failing which the tender shall be rejected out rightly.**

30. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from data of placing the order the EMD shall stand forfeited without giving any further notice.**
31. The successful tenderer will have to deposit a security amount of **Rs. 5,86,321/- (Rupees five lakh eighty six thousand three hundred twenty one Only)** in the form of Fixed Deposit Receipt (FDR) made in the name of the agency, covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
32. The successful tenderer will have to deposit a Performance Security Deposit of **Rs. 2,62,043.00 (Rupees Two lakh sixtytwo thousand fortythree Only)** only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended 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 considering the contractual obligation of the manpower service provider.
33. In case of breach of any terms and conditions 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 deployed, copy of ESI & EPF deposit receipt 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 @ Rs. 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 bill in the succeeding month.
37. 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.

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 the place where the headquarters of the authority, who has executed the agreement, is located.
40. The successful bidder will enter into an agreement with this Office for supply of suitable and qualified manpower as per requirement of this Office on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

- a. Covering Letter along with Power of Attorney on the Bidders letter Head
- b. Application – Technical Bid
- c. Demand Draft in support of Bid Processing Fees as applicable
- d. Demand Draft in support of EMD as applicable
- e. Registration certificate of the applicant organization (Certificate of Incorporation)
- f. Copy of PAN card;
- g. Copy of GSTIN, 3B Latest
- h. Copy of the IT return filed for the last three financial years 2022-23,2023-24, 2024-25
- i. Copies of EPF and ESI certificates;
- j. Copy of the Service Tax registration certificate;
- k. Certificate documents in support of the Financial turnover of the agency
- l. Copies of the Income/Expenditure statement along with Balance sheet for the last three years duly certified by the Chartered Accountant
- m. Copies of the Work Orders from the previous organizations for providing services during last 3 years
- n. Certified extracts of the Bank Account containing transactions during last three years.
- o. Undertaking regarding non-black listing (On Stamp Paper)
- p. Under taking regarding non-pending of any Judicial Proceedings (on Bidder's letter Head)

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

1. List of Manpower short listed by agency for deployment in Zilla Parishad, Deogarh & different Block Offices of this district, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

UNDERTAKING

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

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

Yours sincerely

Authorized Signatory
(In full and initials)

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

UNDERTAKING

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

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

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

Yours sincerely

Authorized Signatory

(In full and initials)

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

L

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 Sri _____, hereinafter 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 in _____ Department / 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".

L

Now this agreement witnesses as below :-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " _____" in the (name of the Department /Office) 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
authorised 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 Orissa**

In the presence of witness :-

Witness

Witness

1. Name _____
Address _____

1. Name _____
Address _____

2. Name _____
Address _____

2. Name _____
Address _____

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ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____(date) and shall continue till _____(date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on _____(date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and 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 organisation 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 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Office as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which he would be paid any extra remuneration. In case, the person deployed 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 the person deployed is asked to work beyond 8 PM he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/-(fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.

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 deployed could be availed without any disruption.

11. The entire financial liability in respect of manpower services deployed in the Department or Office or concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such 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 deployed. The persons deployed 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 deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or 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 deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

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

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

17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

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 copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour

(Regulation and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute 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, wherever applicable.

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

21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

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

23. 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 deployed by it in the department or office concerned. The Department or office concerned shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned 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 or office concerned.

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

26. 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 or office concerned.

27. In case, the Manpower Service Provider falls to comply with any liability under appropriate law, and as a result thereof, the Department or the office

concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned 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.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

29. 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.

30. 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 deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

31. The claim 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 or the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

32. The amount of penalty calculated @ Rs. 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.

33. 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.

34. 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.

35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.