

GOVERNMENT OF ODISHA

FISHERIES AND ARD DEPARTMENT

.....

QUOTATION CALL NOTICE

No. FARD-OE-1ESTT-0030-2018- 7398 / FARD., Dated 25/06/2021

Sealed quotations are invited from reputed manpower agencies/ service providers having valid GST Registration Number / PAN Card to provide the services of **06 (Six) Data Entry Operators and 04(Four) Peon** on outsourcing basis for a period of one year on contract basis for day to day official work in Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar-751001.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may either be downloaded from the website of tenders.gov.in (www.odisha.gov.in) of Odisha Government or <http://www.fardodisha.gov.in> or obtained in person from Shri Biswa Bhusan Das, Deputy Secretary to Government, Fisheries & ARD Department (Mob No. 9437301347) on any working day between 11 A.M to 4 P.M. The last date and time for submission of Tender document is **07.07.2021 (date) by 4.00 PM (time)**.

B.B. Das
25/6/2021

Deputy Secretary to Government

Fisheries & ARD Department

Memo No. 7399 / FARD, Dt. 25/06/2021

Copy along with enclosures forwarded to the Head, State Portal Group, I.T. Centre, Secretariat Building, Bhubaneswar with a request to display the same in the "Tender & Advertisement" link of Government of Odisha Website for wide publicity.

B.B. Das
25/6/2021

Deputy Secretary to Government

Memo No. 7400 / FARD, Dt. 25/06/2021

Copy along with enclosures forwarded to the Director, Information & Public Relations Department for information and immediate necessary action. He is requested to publish the above Quotation Call Notice in two local daily Odia Newspapers for one day for wide publication.

B.B. Das
25/6/2021

Deputy Secretary to Government

Memo No. 7401 / FARD, Dt. 25/06/2021

Copy along with enclosures forwarded to Computer Cell/ Department Notice Board for information of all concerned. Sri Saumya Ranjan Nayak, DEO is requested to upload the Quotation Call Notice in the Department website.

ASR
25/06/2021

Deputy Secretary to Government

Memo No. 7402 / FARD, Dt. 25/06/2021

Copy forwarded to the Chief Receptionist, Odisha Secretariat for information and necessary action.

ASR
25/06/2021

Deputy Secretary to Government

FISHERIES & ARD DEPARTMENT

GOVERNMENT OF ODISHA

Tender Document

For providing Services of Six Data Entry Operator (DEO) & Four Peons

- (a) Period of issue of Tender Document : One Year
- (b) Last Date and time for submission of Tender Document : 07.07.2021 upto 4 PM
- (c) Date and time for opening of
- (i) Technical Bids : 08.07.2021 at 11.00 A.M.
- (ii) Financial Bids of eligible Bidders : 08.07.2021 at 1.00 P.M.
- (d) Likely date for commencement of deployment of required manpower : 13.07.2021

CONTENTS OF TENDER DOCUMENT

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Fisheries & Animal Resources Development Department, Odisha Secretariat, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Six Data Entry Operators (DEO) & Four Peons**, on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from **13th July 2021** and would continue till **12th July 2022**. The period of the contract may be further extended beyond one year provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated before contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Department has tentative requirement for six (06.) Data Entry Operators and Four (04) Peons. The requirements may increase / decrease in any/ all the categories.
4. The estimated cost of the contract is **Rs. 14,08,392/-** (Approx) for the above period.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 50,000/-** vide DD drawn in favour of DDO-cum- Deputy Secretary to Government, Fisheries & ARD Department payable at Bhubaneswar and other requisite documents by 07.07.2021 upto 4.00 P.M. at Fisheries & ARD Department, Bhubaneswar.
6. The various crucial dates relating to "Tender for Providing Manpower Services to the Fisheries & ARD Department" are cited as under :
 - a. Period of issue of Tender Document : One Year
 - b. Date and time for submission of Tender : **07.07.2021** upto 4.00.PM.
Document.
 - c. Date and time for opening of
 - i. Technical Bid : **08.07.2021** at 11.00 AM
 - ii. Financial Bids of eligible Tenders and: **08.07.2021** at 1.00 PM
selection
 - d. Likely date for commencement of deployment : **13 July 2021**
of required manpower

7. 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 Fisheries & ARD Department**" and "**Financial Bid for Providing Manpower Services to Fisheries & ARD Department**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to Fisheries & ARD Department**".

8. The Earnest Money Deposit (EMD) of 50,000/- (Rupees Fifty 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, Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar failing which the tender shall be rejected summarily.**

9. The successful tenderer will have to deposit a **Performance Security Deposit of 85,560/- (Rupees Eighty Five Thousand Five Hundred and Sixty only) in the form of Bank Guarantee** from any Nationalised Bank drawn in favour of **DDO-cum-Deputy Secretary, Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar** 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.

10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (Self attested) along with the Technical Bid, **failing which their bids shall be summarily / out right rejected and will not be considered any further :**

- a. Registration certificate of the applicant organization;
- b. Copy of GSTIN/PAN/GIR card;
- c. Copy of the GST/IT return filed for the last three financial years;
- d. Copies of EPF and ESI certificates;
- e. Copy of the Service Tax registration certificate;
- f. Certified extracts of the Bank Account containing transactions during last three years.

11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

12. 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 authorised 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 cutting, if any, in the Technical Bid Application must be initiated by the person authorised to sign the tender bids.

13. The **Technical bids** shall be opened on the scheduled date and time at **11 AM on dt.08.07.2021**, in the office chamber of FA-cum- Special Secretary, Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar, in the presence of Tender Committee and the 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 tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at **01.00 PM on dt. 08.07.2021** in the office chamber of FA-cum- Special Secretary, Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar, in the presence of Tender Committee and the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time. **Any Financial Bid with Abnormally Low quotes shall be rejected.**

15. The Competent Authority of the Fisheries & ARD Department reserves the right to annual/ reject all bids without assigning any reason.

16. The monthly consolidated remuneration to be paid to the Data Entry Operators & Peons and the Statutory dues is shown at Annexure-A. The Service provider shall release the monthly payments to the engaged personnel through online bank transfers and provide the proof of payment to this department, including proof of payment of statutory dues for claiming reimbursent of bills.

17. The Bidder shall quote the Service charges for engagement of the Data Entry Operators & Peons in the Financial Bid . The Service Provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the service of the personnel. The performance Security deposit and the monthly bill will not be released until the Service Provider produces proof of update payment of EPF & ESI contribution.

18. **The Employee share/contribution of the ESI & EPF and any other statutory dues if any, shall be borne by the personnel concerned and should be ensured by the Service Provider.**

19. All document submitted shall be consecutively numbered having signature of the Authorized Signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the Authorized Signatory. In case the tender document is signed by the Authorized Signatory, the copy of the power of attorney/ authorization may be enclosed along with the tender.

**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 Fisheries & ARD Department i.e., at Bhubaneswar.
 - b. They should be registered with the appropriate registration authority;
 - c. They should have at least **three years** of experience in providing manpower to Government Departments/ Organisation, 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 registered with the appropriate Authority of Government of Odisha for providing manpower services.
 - h. The minimum turn-over of service providing agency shall be Rs.25 lakhs or above per annum.
 - i. Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY
THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
FISHERIES & ARD DEPARTMENT, ODISHA SECRETARIAT,
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 Pass and for DEO minimum educational qualification is Graduation with PGDCA. The Data Entry Operator should be well conversant with computers, having typing speed of 4000 characters per minute in English and essentially trained in MS Office, internet, LAN function, email and acquaintance with Government procedure for maintenance of file system. DEOs should be well conversant with Odia typing.

APPLICATION - TECHNICAL BID

For Providing Manpower Services to Fisheries & ARD Department

1. Name of the 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 Agency : -----

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. Bank of the Manpower Service Provider: -----
(Attach certified copy of statement of
A/c for the last Three years)
Telephone Number of Banker : -----
8. GSTIN/PAN/GIR No. : -----
(Attach attested Copy)
9. 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. Financial turnover of the tendering **Manpower Service Provider** for the last

three Financial years. (copy of supporting record to be furnished).

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2017-18		
2018-19		
2019-20		

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

14. 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 (Rs. Lacks)	Duration of contract	
		Type of manpower provided	No.		From	to

15. Additional information, if any

(Attach separate sheet, if required)

Date:

Place:

Signature of 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 besides liabilities towards prosecution under
appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

ANNEURE-A

**MONTHLY CONSOLIDATED REMUNERATION TO BE PAID BY
FISHERIES & ARD DEPARTMENT**

The rate for providing one manpower are as follows:-

Sl. No	Manpower type (Qualification)	Monthly rate per person(All figures are in Rs)						Total
		Monthly remuneration	E.P.F.		E.S.I. Employer Share		Service Tax (GST- 18%) (3+4+6) * 18%	
			Employer Share (13%)	Employee Share	Employer Share (3.25%)	Employee Share		
1	2	3	4	5	6	7	8	
1.	Data Entry Operation (B.A., BSc., BCom. with PGDCA or equivalent)	8,880/-	1154/-		289/-		1858/-	12,181/-
2.	Peon, Class-IV (HSC)	8,070/-	1049/-		262/-		1689/-	11,070/-

The Employer share as applicable shall be borne by the Department over and above the monthly remuneration as mentioned above. In case of any increase or decrease of statutory dues also be borne by the Department.

The Employee share/contribution of the ESI & EPF and any other statutory dues if any, shall be borne by the personnel concerned and should be ensured by the Service Provider.

APPLICATION-FINANCIAL BID

**FOR PROVIDING DIFFERENT CATEGORIES OF PERSONNEL TO
FISHERIES & ARD DEPARTMENT**

1. Name of the 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 (Qualification)	Service charge per person per month
1	2	3
1.	Data Entry Operation (B.A., BSc., BCom. with PGDCA or equivalent)	
2.	Peon, Class-IV (HSC)	

Place :

Signature of tendering manpower service provider

Date :

with seal

Note : (i) The total value quoted by the Tendering Agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into contract.

(ii) 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.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from the date of signing of Agreement 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 **12.07.2022** 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 requirement of Fisheries & ARD Department, at present has tentative requirement of **Six DEOs and three Peons** on urgent basis. 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 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 Under Secretary or Deputy Secretary 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. 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.
10. 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.
11. 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.
12. 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 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.
13. 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.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Fisheries & ARD 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.
15. The Fisheries & ARD 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.

16. 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.
17. 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.
18. 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.***
19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Department 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.
20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / 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.
21. The persons deployed by the Manpower Service Provider should have ***good police records and no criminal case should be pending against them.***
22. The persons deployed should be polite, cordial and efficient while 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.

LEGAL

23. 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.

24. 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 Fisheries & ARD Department or office concerned 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 Fisheries & ARD 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 Fisheries & ARD Department.
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 Fisheries & ARD Department or office concerned 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 Fisheries & ARD Department or office concerned.
28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Fisheries & ARD Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Fisheries & ARD 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.
29. The Agreement is liable to be terminated because of nonperformance, deviation of terms and conditions of contract, nonpayment of remuneration of employed persons and non-payment of statutory dues. The Fisheries & ARD 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 Fisheries & ARD Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
30. The Fisheries & ARD Department has right to ask the successful bidder for any change in the staff provided through outsourcing for

poor performance, incompetence or inefficiencies or financial misappropriation.

FINANCIAL

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, in the form of Demand Draft in favour of DDO-cum-Deputy Secretary, Fisheries & ARD Department, Bhubaneswar **failing which the tender shall be rejected out rightly.**
32. 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.**
33. The successful tender will have to deposit a **Performance Security Deposit of Rs. 85,560/- (Rupees Eighty Five Thousand Five Hundred and Sixty)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 taking into account the contractual obligation of the manpower service provider.
34. 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.
35. 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.
36. 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.

37. 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.
38. The Authority reserves the right to withdrawn or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
39. 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.
40. 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.
41. 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 GSTIN/PAN/GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate / GSTIN No.;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Certificate 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.

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

1. List of Manpower short listed by agency for deployment in Fisheries & ARD Department, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons along with Identification and Address proof with police verification of character
3. Any other document considered relevant.

AGREEMENT

This AGREEMENT is made on this ----- Day of -----, 2021

BETWEEN

The **Governor of Odisha**, represented by the Deputy Secretary to Government, Fisheries & Animal Resources Development Department, Odisha Secretariat, Bhubaneswar (hereinafter 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 ----- (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 outsourced personnel are required in the Fisheries & Animal Resources Development Department, Odisha Secretariat, Bhubaneswar;

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 finalised the rate as per the terms and conditions of the Agreement.

NOW THIS AGREEMENT WITNESSES AS BELOW:—

1. That **Annexure-I** – "Schedule of Contract for Data Entry Operators", **Annexure-II** – "Schedule of Contract for Group-D" and **Annexure-III** – "Terms and Conditions" shall be 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 outsourced personnel having requisite qualification and/ or experience as per Annexure-III to work in the Fisheries & Animal Resources Development Department, Odisha Secretariat, 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 terms and conditions as at Annexure-I & Annexure-II attached to this Agreement.

4. The "Manpower Service Provider" will provide Performance Security Deposit @ **Rs.85,560/-** (Rupees Eighty Five Thousand Five Hundred & Sixty) only [Rs.53,280/- for 06 nos. of DEO + Rs.32,280/- for 04 nos. of Group-D] in the form of **Bank Guarantee** from any Nationalised Bank drawn in favour of the "DDO-cum-Deputy Secretary to Government, Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar", which will be forfeited in full or part on failure to implement the provisions of contract of reasons attributable to the "Manpower Service Provider".
5. That in the event of any dispute that may arise, it shall be settled as per the Terms & Conditions of the contract as at Annexure-III attached to this Agreement.
6. That, the **Agreement is valid for 12 (Twelve) months with effect from -----** and may be extended further periods by the mutual consent of the Manpower Service Provider and the Authority 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.

IN WITNESS WHEREOF, both the parties have caused their respective common seals and to be hereunto set their respective hands and seal on the day and year written above.

**Signature of the Officer
authorised to sign on behalf of
the Manpower Service Provider**

**Signature of the Authority an Officer
acting in the premises for and on
behalf of the Governor of Odisha**

In the present of Witness:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Name : Designation : Address : 2. Name : Designation : Address : | <ol style="list-style-type: none"> 1. Name : Designation : Address : 2. Name : Designation : Address : |
|--|--|

ANNEXURE-I

Schedule of Contract for Data Entry Operators

The outsourced personnel shall be deployed with effect from the date as may be intimated by Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar on outsourcing basis..

The monthly consolidated remuneration for each outsourced personnel will be **Rs.-----/- (Rupees) only** per month. Other statutory payments to be made by Fisheries & ARD Department to the Manpower Service Provider per month against each outsourced personnel will be as follows:—

Employee Share		Employer Share		Service Charge @	Service Tax (GST @18%)	TOTAL
EPF @ %	ESI @ %	EPF @ %	ESI @ %			
Rs. ----	Rs. ----	Rs. ----	Rs. ----	Rs. ----	Rs.----- [(MCR + Employer Share + Service Charge) X 18%]	Rs. ----
Rs.----		Rs.----		Rs.----	Rs.----	Rs.----

The Employee Share of **Rs. ----/- (-----) only** against each outsourced personnel will be deducted from their monthly consolidated remuneration and be paid to the Manpower Service Provider for deposit of the same against the EPF / ESI Account of each outsourced personnel.

Accordingly, the take home remuneration for each outsourced personnel per month will be @ **Rs.-----/- (Rupees -----) only**, which will be directly transferred to the Savings Bank Account of each outsourced personnel by Fisheries & ARD Department.

The total expenditure to be incurred for engagement of each outsourced personnel in each month will be **Rs.-----/- (-----) only**.

Signature of the Officer authorised to sign on behalf of the Manpower Service Provider

Signature of the Authority an Officer acting in the premises for and on behalf of the Governor of Odisha

ANNEXURE-II

Schedule of Contract for Peons

The outsourced personnel shall be deployed with effect from the date as may be intimated by Fisheries & ARD Department, Odisha Secretariat, Bhubaneswar on outsourcing basis..

The monthly consolidated remuneration for each outsourced personnel will be **Rs.-----/- (Rupees) only** per month. Other statutory payments to be made by Fisheries & ARD Department to the Manpower Service Provider per month against each outsourced personnel will be as follows:—

Employee Share		Employer Share		Service Charge @	Service Tax (GST @18%)	TOTAL
EPF @ %	ESI @ %	EPF @ %	ESI @ %			
Rs. ----	Rs. ----	Rs. ----	Rs. ----	Rs. ----	Rs.----- [(MCR + Employer Share + Service Charge) X 18%]	Rs. ----
Rs.----		Rs.----		Rs.----	Rs.----	Rs.----

The Employee Share of **Rs. ----/- (-----) only** against each outsourced personnel will be deducted from their monthly consolidated remuneration and be paid to the Manpower Service Provider for deposit of the same against the EPF / ESI Account of each outsourced personnel.

Accordingly, the take home remuneration for each outsourced personnel per month will be @ **Rs.-----/- (Rupees -----) only**, which will be directly transferred to the Savings Bank Account of each outsourced personnel by Fisheries & ARD Department.

The total expenditure to be incurred for engagement of each outsourced personnel in each month will be **Rs.-----/- (-----) only**.

Signature of the Officer authorised to sign on behalf of the Manpower Service Provider

Signature of the Authority an Officer acting in the premises for and on behalf of the Governor of Odisha

ANNEXURE-III

Terms & Conditions

1. The Agreement shall commence from ----- and shall continue till -----, 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 ----- 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 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 outsourced personnel 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 concerned and would leave at 5.30 PM and may also be required to work beyond 5.00 PM, for which he/ she would not be paid any extra remuneration. In case, the outsourced personnel deployed remains absent on a particular day or comes late or leaves early on three occasions, proportionate deduction from his/ her remuneration will be made.
8. In case the outsourced personnel deployed is asked to work beyond 8.00 PM, he/ she shall be entitled to get late sitting-cum-refreshment compensation of Rs.50/- (Fifty) per day.
9. The outsourced personnel deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by the Authority 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 outsourced personnel deployed could be availed without any disruption.

11. The entire financial liability in respect of manpower services deployed in the Department shall be that of the Manpower Service Provider and the Department will in no way be liable.
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 outsourced personnel deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to outsourced personnel deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed outsourced personnel are not attended to by the Manpower Service Provider, the deployed outsourced personnel can place their grievance before a Joint Committee consisting of a representative of the Department 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 outsourced personnel deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The outsourced personnel deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the outsourced personnel 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 outsourced personnel 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 outsourced personnel 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 Government 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 outsourced personnel 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 EPF & ESI, wherever applicable.
20. The outsourced personnel deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
 21. The outsourced personnel 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. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the outsourced personnel deployed.
 22. The outsourced personnel 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 outsourced personnel 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 the outsourced personnel deployed by it in the Department. The Department 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, 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 any other Authority under Law.
 26. The Tax Deduction at Source (TDS) 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.
 27. 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.
 28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract and non-payment of statutory dues. If any loss or damage is caused to the Department by the outsourced personnel 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 payment in respect of all categories of outsourced Data Entry Operator and outsourced Group-'D' towards Monthly Remuneration and Statutory Employer Payments will be made by Fisheries & ARD Department at the rate enclosed with this Agreement at **Annexure-I** and **Annexure-II** respectively.
31. The take home remuneration for each outsourced Data Entry Operator i.e. Rs.-----/- (Rupees -----) only per month and for each Group-'D' personnel i.e. Rs.-----/- (Rupees -----) only per month shall be transferred to the Savings Bank Account of the outsourced personnel directly by the Manpower Service Provider in his Bank Account.
32. At the end of each month, the Absentee Statement of the outsourced personnel engaged by the Department will be the basis to calculate the amount payable to the Manpower Service Provider and the outsourced personnel deployed.
33. The Manpower Service Provider shall raise two separate bills in respect of outsourced Data Entry Operators and outsourced Group-'D' personnel, in triplicate each 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.
34. The outsourced personnel shall be allowed to avail national holidays and festival holidays as may be decided by the Authority. They can avail a maximum of **10(Ten)** days Casual Leave in a calendar year with prior consent of the Authority. Beyond the applicable leave days, remuneration will be deducted proportionately for the absence of the outsourced personnel. Availing of leave without permission of the Authority will warrant termination of the outsourced personnel without further reference.
35. The monthly statutory payments (Both employer and employee contribution) towards EPF & ESI shall be deposited by the Manpower Service Provider to the Employees Provident Fund Organization/ Employees State Insurance Corporation on a monthly basis and submit necessary Challans in support of such payment with a statement showing name and his/ her account number of EPF & ESI by the end of succeeding month. It will be the responsibility of the Manpower Service Provider to deposit statutory dues in favour of the outsourced personnel.
36. The Manpower Service Provider will deploy the outsourced personnel who should be above 18 years of age and not exceeding 40 years. The outsourced Data Entry Operator must have the minimum educational qualification of Graduation in any discipline & PGDCA or equivalent certificate. He/ she should have a minimum speed of 40 (forty) words per minute in English and should be well conversant with computers and essentially well trained in MS-Word, MS-Excel, Internet & LAN functions. Further, the outsourced Group-'D' personnel must have the minimum educational qualification of 10th pass and he/ she must read and write simple Odia and read English. Besides, he/ she should be able to ride bicycle.

37. The outsourced personnel provided by the Manpower Service Provider shall have to maintain highest standard of ethics in their work. They will not take any data/ documents/ information in shape of hardcopy/ softcopy outside, under any circumstances or share with anybody except as they may be specifically authorised to carry out their assigned works. If any outsourced personnel is found to involve in activities in violation of this, the Manpower Service Provider will be liable for the criminal action as well as other civil actions for such lapses as may be deemed appropriate by the Authority.
38. The Fisheries & ARD Department shall have right to ask the Manpower Service Provider to withdraw/ replace any outsourced personnel who has been reported by the Authority as disobedient or incompetent towards his/ her services being rendered. The Manpower Service Provider agrees to act promptly on such request by the Authority.
39. The claim in bills regarding Employees Provident Fund, Employees State Insurance 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.
40. 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.
41. 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.
42. In the event of any dispute arising in respect of the clauses of the Agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
43. 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.

**Signature of the Officer authorised
to sign on behalf of the Manpower
Service Provider**

**Signature of the Authority an Officer
acting in the premises for and on behalf
of the Governor of Odisha**