



**GOVERNMENT OF ODISHA
HEALTH & FW DEPARTMENT**

Tender Call Notice

No. **HFV-OE-EST1A-0005-2021/** 32944 /H, Dated: 09.12.2021

Sealed Tenders are invited from reputed registered manpower agencies / service providers to provide the services of Peon for a period of one year w.e.f. **01.01.2022** to **31.12.2022** on contract basis for day to day official work of Health& F.W. Department.

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

The detailed Tender Document and information can be downloaded from the website (www.health.odisha.gov.in/ or <https://tendersodisha.gov.in/>). Tender should be accompanied with refundable Earnest Money Deposit (EMD) of Rs. **10,000/-** (Rupees Tender thousand) only in shape of account payee Demand Draft in favour of DDO-cum-Under Secretary to Government, Health & F.W. Department on any Nationalized Bank payable at Bhubaneswar, failing which the tender shall be rejected.

The last date and time for submission of tender document is **27.12.2021 by 02.00 P.M.** The tender submitted by Speed Post/ Registered Post only will be entertained and should reach the undersigned latest by **2.00P.M. of dt. 27.12.2021.**

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

Sukabato
09/12/2021
Additional Secretary to Govt.

Memo No. 32945/H Dated: 09-12-2021

Soft copy forwarded to the Head, State Portal, Information & Technology Department for information and necessary action.

He is requested to kindly hoist it in the website (www.health.odisha.gov.in/ and <https://tendersodisha.gov.in/>) for the purpose.

Sukabato
09/12/2021
Additional Secretary to Govt.

Memo No. 32946/H Dated: 09-12-2021

Soft copy forwarded to I & PR Department for information and necessary action.

They are requested to publish the above Tender Notice in one widely circulated Odia daily and One English daily **on or before 10.12.2021** for information of all concerned.

Sukabato
09/12/2021
Additional Secretary to Govt.

**GOVERNMENT OF ODISHA
HEALTH & FW DEPARTMENT**

TENDER DOCUMENT

**For providing Services of Peons to the Health & FW Department by a
Private Manpower Service Provider**

- (a) Period of issue of Tender Document : 13.12.2021 to 27.12.2021
- (b) Last Date and time for submission of
Tender Document : 27.12.2021 by 02.00 p.m.
- (c) Date and time for opening of
- (i) Technical Bids : 27.12.2021 at 04.00 P.M.
- (ii) Financial Bids of eligible Technical Bidders On
: 27.12.2021 at 05.00 P.M.
- (d) Likely date for commencement of
Deployment of required manpower : 01.01.2022

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Health & FW Department, Odisha Secretariat, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Ten nos. of Peons on contract basis for day to day official work. The engagement of outsourced personnel is purely a third party service and it will be guided by Finance Department Letter No. 30722 dated: 06.11.2021 and subsequent orders, if any.
2. The contract for providing the aforesaid manpower is likely to commence from January-2022 and may continue for one year till December-2022. The period of contract may be further extended beyond contract date subject to the requirement of the Department and satisfactory performance of the service provider. The Department, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Department has requirement for 10 (Ten) no. of Peons. The process of outsourced engagement through service provider shall be regulated on contract basis with consolidated remuneration by the terms and conditions of Finance Department letter No. **30722/F dated 06.11.2021** and subsequent notifications of Finance Department, if any comes out in future regarding engagement of outsourced personnel through service provider.
4. The tentative estimated cost of the contract is Rs.12,12,000/- (Rupees Twelve Lakh Twelve Thousand only) excluding Service charges, E.P.F. (Employer Contribution) and E.S.I. (Employer Contribution).
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand) only and other requisite documents by 27.12.2021 upto 02.00 P.M. to the **Additional Secretary to Govt.(I/c OE), Health & FW Department, Odisha Secretariat, Bhubaneswar-751001.**
6. The various crucial dates relating to "**Tender for Providing Manpower Services to the Health & FW Department, Odisha Secretariat, Bhubaneswar-751001**" are cited as under:
 - (a) Period of issue of Tender Document : 13.12.2021 to 27.12.2021
 - (b) Last Date and time for Submission of Tender Document: 27.12.2021 02:00 P.M.
 - (c) Date and time for opening of
 - (i) Technical Bid : 27.12.2021 at 04.00 P.M.
 - (ii) Financial Bids of eligible Technical Tenders and selection: 27.12.2021 at 5.00 P.M.
 - (d) Likely date for commencement of engagement of manpower- 01.01.2022
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 superscribing "**Technical Bid for Providing Manpower Services to Health & FW Department**" & "**Financial Bid for Providing Manpower Services to Health & FW Department**". Both sealed envelopes should be kept in a third sealed envelope superscribing "**Tender for Providing Manpower Services to Health & FW Department**".
8. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft / Pay Order drawn in favour of DDO-cum-Under Secretary to Government, Health & FW Department, Odisha Secretariat, Bhubaneswar **failing which the tender shall be**

- rejected summarily.**
9. The successful tenderer shall have to deposit a Performance Security Deposit of Rs.36,360/- (Rupees Thirty Six thousand Three Hundred Sixty) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **DDO-cum-Under Secretary to Government, Health & FW 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 (duly attested by Group "A" or Group "B" Gazetted Officer(s) of the State Governments / Central Government), along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further :**
 - (a) Registration certificate of the applicant organization;
 - (b) Copy of PAN / GIR Card;
 - (c) Copy of the Income Tax Returns filed for the last three financial years;
 - (d) Copies of E.P.F. and E.S.I. Certificates having GSTIN Number;
 - (e) Copy of the valid G.S.T. Registration Certificate and G.S.T. Clearance Certificate;
 - (f) Certified extracts of the Bank Account containing transactions during last three years.
 - (g) Agencies must have Office/Branch Office within the territory of Bhubaneswar.
 - (h) Copy of the Labour License.
 - (i) Certified copy of turnover for last three years.
 11. Conditional bids shall not be considered and will be out rightly rejected at the first instance.
 12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
 13. The Technical Bids shall be opened on the scheduled date and time at **04.00 P.M. on 27.12.2021**, in the Department in the presence of the proprietors / representatives of the manpower service providers, if any, who wish to be present on the spot at that time.
 14. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial Bids shall be opened at **05.00 P.M. on 27.12.2021**, in the Department in the presence of the representatives of the manpower service providers, if any, who wish to be present on the spot at that time.
 15. The Competent Authority of the Health & FW Department reserves the right to annual all bids without assigning any reason, thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfill the following technical specifications:

- (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar Municipal Corporation.
- (b) They should be registered with the appropriate registration authority;
- (c) They should have at least **two / three years'** experience in providing manpower to Government Departments, Public Sector Companies / Banks, etc.;
- (d) They should have their own Bank Account;
- (e) They should be registered with Income Tax 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 (to be specified by the user Department) that may be required for providing manpower services.
- (h) Minimum turn-over should not be less than Rs. 50 lakhs per annum.
- (i) Execution of contracts of similar type (at least two) 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 SO ENGAGED

**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
HEALTH & FW DEPARTMENT, ODISHA SECRETARIAT.**

1. She/ he should be above 18 years of age and not exceeding 40 years.
2. The minimum Educational Qualification for Peon will be 7th standard or equivalent. The person should be able to speak, write and understand Odia.

APPLICATION - TECHNICAL BID

For Providing Manpower Services to Health & FW Department.

1. Name of Tendering Manpower Service Provider:

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

3. Name of Proprietor/ Partner/ Director:

4. Full Address of Registered Office:
.....
.....

Telephone No.:

FAX No. :

E-Mail Address :

5. Full address of Operating/ Branch Office:

.....
.....

Telephone No. :

FAX No. :

E-Mail Address :

6. Name & telephone no. of Authorized Officer / person to liaise with
Field Office(s) :

.....

7. Banker of the Manpower Service Provider (Attach certified copy of
statement of A/c for the last Three years):

.....
.....

Telephone Number of Banker :

8. PAN / GIR No. (Attach attested copy) :

9. 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. Registration/License No. under the contract labour (Regulation and Abolition) Act-1970.
- 13. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years.**

Financial Year	Amount (in Lakhs)	Remarks, if any

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 (in Lakhs)	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.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

APPLICATION - FINANCIAL BID

For providing services of Ten (10) Peons to Health & FW Department

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

Sl. No.	Manpower Type	Monthly Rate per Person (in Rs.)						
		* Take Home Remuneration	EPF	ESI	Other Statutory Dues, if any	Service charge	G.S.T.	Total
1.	Peon							

* Consolidated remuneration per person should not exceed **Rs. 10,100/- per month per person as per Finance Department Letter No. 30722/F, dt. 06.11.2021(Cell-2, Para-2)** and further notifications of Finance Department, if any comes out in future regarding engagement of outsourced personnel through service provider.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

Notes:

1. The total rates quoted by the Service Provider should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. Fraction of Rupees quoted will rounded up to nearest rupees.
4. The bids with Nil, or very Low Service charge can be treated as "Non responsive Bid".

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **1st week of January-2022** and shall continue for one year till December-2022 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower so engaged, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire after completion of period of one year **unless** 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 10 (ten) nos. of Peons on urgent basis for day to day office work and Residence Office work at Bhubaneswar. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period too, after giving one (1) month notice to the Manpower Service Provider without assigning any reason thereof.
8. The peons engaged on outsourcing basis through service provider required to report for work in time as per their nature of duty and shall work under the officer as may have been kept in charge of the office/Department and would leave after completion of duty hours and remain beyond duty hour in exigency for which he/she would not be paid any extra remuneration. In case, the person so engaged remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The person(s) so engaged on outsourcing basis through service provider may be called on holidays to attend duty, if required, in case of exigency.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons so engaged could be availed without any disruption.
11. The entire financial liability in respect of manpower services so engaged on outsourcing basis through service provider in the Health & FW Department shall be that of

the Manpower Service Provider and the Health & FW Department will in no way be liable. It will be the sole responsibility of the Manpower Service Provider to pay to the person so engaged a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.

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

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

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

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

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

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

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

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the engagement due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance and any other statutory payments, wherever applicable.

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

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

Office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons so engaged.

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

LEGAL

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

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

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

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

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

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

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

FINANCIAL

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

31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

32. The successful tender will have to deposit a Performance Security Deposit of 36,300/- (Rupees Thirty Six thousand Three hundred) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further 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.

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

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

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

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

37. The Authority reserves the right to withdraw or relax any of the terms and 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 Bhubaneswar.

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

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest Income Tax Return filed by agency;
6. Attested copy of G.S.T. registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/ certificate;
9. Certified documents in support of the financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages.....in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
12. Authorization Certificate of Agency.

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

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

AGREEMENT

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

And

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

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

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and constructed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "**Peon**" in the **Health & FW Department**, 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 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 upto _____.

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

**Signature of the officer
authorized to sign on
behalf of Manpower
Service Provider**

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

In the presence of witness:-

Witness

1. Name.....

Address.....

2. Name.....

Address

Witness

1. Name

Address

2. Name

Address

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **01.01.2022** and shall continue for a period of one year till **31.12.2022** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower so engaged, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on **31.12.2022** 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 / modification, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving One (1) month notice to the Manpower Service Provider without assigning any reason thereof.
7. The peons engaged on outsourcing basis through service provider required to report for work in time before 10.00 AM or as per their nature of duty assigned and shall work under the officer as may have been kept in charge of the office/Department and would leave after completion of duty hours. In case of Administrative exigencies, he/she may be required to work beyond office hours for which he/she would not be paid any extra remuneration. In case, the person so engaged remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person so engaged is asked to work beyond 8.00 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) per day.
9. The person so engaged 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 so engaged could be availed without any disruption.
11. The entire financial liability in respect of manpower services so engaged on outsourcing basis through service provider in the Health & FW Department shall be that of the Manpower Service Provider and the Health & FW Department will in no way be liable. It will be the sole responsibility of the Manpower Service Provider to pay to the person so engaged a sum not less than the minimum rate quoted in the financial bid and

adduce such evidence as may be required by the Department or Office concerned.

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

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

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

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

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

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

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

19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the engagement due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance and any other statutory payments, wherever applicable.

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

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

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

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

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 concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department as and when required.

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 (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.

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, non-payment of remuneration of such engaged persons and non-payment of statutory dues. The Department will have no liability towards non-payment of remuneration to" the persons engaged by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department by the persons so engaged, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

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

31. 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.

32. The amount of penalty calculated @ 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower

Service Provider shall be deducted from its monthly bills in the succeeding month.

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

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

35. 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.

36. 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.

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