

GOVERNMENT OF ODISHA

LAW DEPARTMENT

TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING SERVICE OF 06 (SIX) MULTI-TASKING ASSISTANT (MTA) AND 10(TEN) GROUP-D FOR A PERIOD OF ONE YEAR

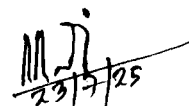
No. LAW-OEI-MISC-0007-2024/ 11780 /L, Bhubaneswar dated **23 JUL 2025**

Law Department, government of Odisha invites "Tender" in two bids i.e. Technical Bid and Financial Bid in sealed cover along with requisite documents from interested and experienced manpower Service providers for providing the service of 06 (six) Multi-Tasking Assistant (MTA) and 10(ten) Group-D staff to Law Department for a period of one year from the month of August, 2025 (Tentatively) on contract basis.

The bid document containing eligibility criteria, scope of work, terms and conditions and draft agreement can be downloaded from the website <http://www.odisha.gov.in>. The last date of receipt of sealed offers in the office at Law Department is up to 05:00 PM on date 14.08.2025 by Speed Post/ Registered Post/ Courier only. The "Technical Bid" will be opened at 11.00 AM on date 16.08.2025 in presence of the bidders or their authorized representatives. Without the authorization letter, the representative of bidder will not be allowed to attend the opening of the bid. The Financial Bid of qualifying bidders will be opened at 03.00 PM on 16.08.2025.

Complete Address for submission of BID

Joint Secretary to Government
Law (OE-I) Department, Lok Seva Bhawan,
Bhubaneswar-751001

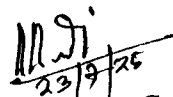


Joint Secretary to Govt.

Memo No. 11781 /L dt, **23 JUL 2025**

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 (<http://www.odisha.gov.in>) for the purpose.

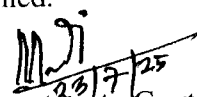


Joint Secretary to Govt.

Memo No. 11782 /L dt, **23 JUL 2025**

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

They are requested to publish the above Tender Notice in widely circulated Odia daily and One English daily on or before 25.07.2025 for information of all concerned.



Joint Secretary to Govt.

**GOVERNMENT OF ODISHA
LAW DEPARTMENT**

TENDER DOCUMENT

**For providing Services of Multi-Tasking Assistant Employees to the Law Department
by a Private Manpower Service Provider**

(a)	Period of issue of Tender Document	25.07.2025 to 14.08.2025
(b)	Last Date and time for submission of Tender Document	14.08.2025 by 05:00 PM.
(c)	Date and time for opening of	
	Technical Bid	16.08.2025 at 11.00 A.M
	Financial Bids	16.08.2025 at 3.00 P.M
(d)	Likely date for commencement of Deployment of required manpower	3rd week of August, 2025
(e)	Contact Person	Sri Debasis Rath, Under Secretary to Government, Mob:8249086122

CONTENTS OF TENDER DOCUMENT

S1. No.	Description of contents	Page Number
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2	Technical Requirements for the Manpower to be deployed by the Successful Manpower Service Provider in Law Department	
3	Technical Bid Covering Letter	
4	Application-Technical Bid with Declaration	
5	Form T1 Undertaking	
6	Form T2 Undertaking	
7	Application- Financial Bid	
8	Bid Submission Check-List	
9	Terms and Conditions	
10	Document to be submitted by the successful Agency before deployment of Manpower.	
11	Form of Agreement with Terms & Conditions of Agreement	

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

A. GENERAL INSTRUCTIONS

The Law Department, Lok Seva Bhavan, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of 06 (six) Multi-Tasking Assistant (MTA) and 10(ten) Group-D staff on contract basis for routine and other works of Law Department.

The period of contract for proving aforesaid service will be ideally for 1 (one) year from the date of effectiveness of the contract. The contract may be extended for a period not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. 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.

Eligibility Criteria

Sl. No.	Technical Requirements For The Tendering Manpower Service Provider	Supporting documents to be furnished along with the Technical Bid
1	The Bidder should be registered with the appropriate registration authority, such as <ul style="list-style-type: none">Registered under the Companies Act, 2013Registered under the Indian Partnership Act, 1932Registered under the Indian Trusts Act, 1882Registered under the Societies Registration Act, 1860Registered under the Limited Liability Partnership Act, 2008	Certificate of Incorporation/Registration
2	The Bidder must have at least 3 (Three) years' experience (till the last date of submission of bid) in providing similar type of services to Central Government/ State Government/ Autonomous Bodies/ Corporate Firms	Copies of the work order from the previous authorities
3	The Registered Office/ Branch Office of the Service Provider should be located within the jurisdiction of Bhubaneswar, Odisha.	Valid address proof of the office (copy of the Telephone/ Electricity Bill)
4	The Bidder must have average financial turnover of Rs.75 Lakhs during the last three financial years as on 01.04.2025. [The average financial turnover should be twice of the estimated cost of the service]	Copies of the audited Income/ Expenditure Statement and Balance sheet for the concerned period.
5	The Bidder must have its own Bank Account in any Scheduled Bank situated in Odisha	Copies of the Pass Book and transaction statement for the last 6 months

6	The agency should not have been black listed by any Central/ State Government or any other Public Sector Undertaking or corporation as on the date of issue of this Tender.	An undertaking to this effect to be furnished by the bidder in prescribed format [Form T1]
7	The Bidder/ Agency must not have any judicial proceedings for any criminal offences against the proprietor/ Director/ Persons to be deployed by the Service Provider.	An undertaking to this effect to be furnished by the bidder in prescribed format [Form T2]
8	Other Statutory Documents	Copies of :- <ul style="list-style-type: none"> • PAN • GSTIN • EPF & ESI Registration certificate • Up to date Tax Clearance (IT/ GST/ TDS) for the last 3 assessment years • License for supply of manpower

B. SUBMISSION OF BIDS

2. The estimated cost of the contract is **Rs.35,61,089/- (thirty-five lakh sixty-one thousand eighty-nine Only)**.
3. The proposal complete in all respect as specified must be accompanied with a Non-Refundable amount of Rs.1000/- towards Bid Processing Fee and an Earnest Money Deposit (EMD) of **Rs.1,42,444/- (one lakh forty-two thousand four hundred forty-four)** only in form of Demand Draft drawn in favour of DDO-cum-Joint Secretary to Govt., Law Department, Lok Seva Bhawan, Bhubaneswar-751001, payable at Bhubaneswar, failing which the bid will be out rightly rejected. The EMD of the unsuccessful bidders shall be refunded without any interest accrued thereon after acceptance of the contract by the successful bidder. The bids should be sent through Speed Post/ Registered Post/ Courier only so as to reach the authority by 14.08.2025.
4. 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 Deployment of Manpower in Law Department**" & "**Financial Bid for Deployment of Manpower in Law Department**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Bid Document for Deployment of Manpower in Law Department**".
5. The successful bidder shall have to deposit a Performance Security Deposit of **Rs.1,78,054/- (Rupees one lakh seventy-eight thousand two hundred fifty-four)** only in the form of an Insurance Surety Bond, account payee demand draft, fixed deposit receipt, bank guarantee including eBank Guarantee from any of the scheduled commercial banks drawn in favour of DDO-cum-Joint Secretary to Govt., Law Department, Lok Seva Bhawan, Bhubaneswar-751001 in the prescribed format

provided in the OGFR 2023 for a period of 3 (three) months beyond contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder. Failure to comply the requirements shall constitute sufficient grounds for forfeiture of the PBG. The PBG shall be released immediately after 3 months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

C. LIST OF DOCUMENTS FOR SUBMISSION

The tendering Manpower Service Providers are required to furnish the following documents (duly attested by Group "A" Gazetted Officers 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 :

1. Covering Letter in Bidders Letter Head
2. Duly filled in Technical Bid
3. Demand Draft in support of Bid Processing Fee
4. Demand Draft in support of EMD
5. Copy of Certificate of Incorporation/ Registration;
6. Copy of PAN ;
7. Copy of GSTIN
8. Copy of the Tax Clearance (IT/ GST/ TDS) for the last 3 assessment years;
9. Copies of valid E.P.F. and E.S.I. Registration Certificates;
10. Copy of valid Labour License/ Copy of License for supply of manpower;
11. Power of attorney in favour of the person signing the bid on behalf of the bidder
12. Details of similar types of service provided by the bidder in last three years;
13. Undertaking regarding non-black listing in the form of T1 (on stamp paper)
14. Undertaking regarding not having any pending judicial proceedings in the Form T2 (on bidder's letter head)
15. Valid address proof of the Registered/ Branch Office of the service provide (Copy of the telephone/ Electricity bill)
16. Copy of the Audited Income/ Expenditure statement along with the Balance Sheet for last 3 Financial Years;
17. Copies of the Bank Passbook and transaction statement for the last 06 months.

D. BID PROCEDURE

Any deviation from the prescribed procedure/ required information/ formats/ condition shall result in rejection of the bid. Any conditional bid shall be out rightly rejected at the first instance.

All entries in the tender form should be legible and filled clearly and signed by the authorized signatory. 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.

The Technical Bids shall be opened on the scheduled date and time at 11 A.M. on 16.08.2025 or the date and time to be fixed by the Tender Committee in Law Department, Odisha Secretariat, Bhubaneswar in the presence/ absence of the authorized representatives of the bidders who wish to be present on the spot at that time. The Financial Bid of the Technically qualified bidders shall be opened at 03.00 P.M. on 16.08.2025 or the date and time to be fixed by the Tender Committee in Law Department, Loka Seba Bhavan, Bhubaneswar in the presence/ absence of the representatives of the bidders.

The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of 30 (thirty) days from the date of opening of the bids and no request for any variation in quoted rates and/ withdrawal of bids on any ground by the bidder shall be entertained. Validity of bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final and binding during the overall selection process.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha GA &PG Department Notification No:- GAD-SC-GCS0225-2023-7982/GAD Dated 07.03.2024 from time to time and shall include all statutory obligations.

The Service Provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The Competent Authority of the Law Department reserves the right to annul all bids without assigning any reason, thereof.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MAN POWER SERVICE PROVIDER IN THE LAW DEPARTMENT,
ODISHA SECRETARIAT.**

Sl No.	Manpower	Age Limit	Qualification	Work Experience (Desirable)	Remuneration (Minimum Take Home Remuneration)
1	Multi- Tasking Assistant	21 to 42 years	Essential 1. Graduation from a recognized University 2. Knowledge in Computer (MS Office, Internet scanning, etc.) 3. Typing Speed of 40 characters per minute in English and Odia typing.	3 years' experience in similar nature of work	As per notification of Government in GA&PG ResolutionNo.798 2 dated 07.03.2024 and others from time to time
2	Group-D	18 to 32 years	Essential 1. Matriculation 2. Able to read and write odia and simple English	3 years' experience in similar nature of work	As per notification of Government in GA&PG ResolutionNo.798 2 dated 07.03.2024 and others from time to time

**TECHNICAL BID
COVERING LETTER**
(Bidder Letter Head)
[Location, Date]

To

The Joint Secretary to Government,
Law Department, Lok Seva Bhawan
Bhubaneswar-751001

Sub: Tender for deployment of manpower by Law Department

Sir,

I am to offer to participate in the tender process to provide services of 06 (six) Multi-Tasking Assistant (MTA) and 10 (ten) Group-D staff in accordance with your Tender Notice No. _____ dated _____ and to submit here with technical proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true, correct and accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 (Ninety) days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby undertake unconditionally to accept all the terms and conditions as stipulated in the Bid document. In case any provision of this tender is found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory with Date and Seal

Address of the Bidder

APPLICATION - TECHNICAL BID

1	Name of Tendering Manpower Service Provider	
2	Details of Bid Processing Fee:	DD No..... Date..... Amount Drawn on Bank.....
3	Details on Earnest Money Deposit	DD No..... Date..... Amount Drawn on Bank.....
4	Name of Proprietor/ Partner/ Director	
5	Full Address of Registered Office with telephone and e-mail Id	
6	Full Address of Operating/ Branch Office with telephone and e-mail Id	
7	Name & telephone no. of Authorized Person signing the Bid	
8	Banker of the Manpower Service Provider	Bank Name Branch Account No. IFSC
9	PAN No.	
10	GSTIN No.	
11	EPF Registration No.	
12	ESI Registration No.	
13	Copies of Income Tax Clearance Certificate for last 5 AY	
14	License No. for Supply of Manpower	
15	Labour License No.	

16. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years.

Financial Year	Amount (in Lacs)	Remarks, if any

17. 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.	Type of manpower provided with details of manpower deployed	Amount of contract	Duration of contract	
				From	To

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

Signature of authorized person

Full Name:
Designation
Seal:

Date:
Place:

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

Full Name:

Seal:

Date:

Place:

Enclosures

1. Bid Processing Fee in form of DD in original
2. EMD in form of DD in original
3. Copy of Tender document (each page signed and sealed)
4. Duly filled Technical and Financial Bid
5. List of Document applicable

FORM T1

UNDERTAKING

**[On stamp paper of appropriate value in shape of affidavit from the Notary regarding
Non-black listing]**

I/ we hereby undertake that our organization has not been blacklisted/ debarred by any Central/ State Government Department/ Office or by any PSUs and not blacklisted by any authority during the recent past.

Authorized
signatory

Name and Designation of signatory

Name of the Bidder and Address

FORM T2

UNDERTAKING

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

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

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

Authorized signatory

Name and Designation of signatory

Name of the Bidder and Address

APPLICATION - FINANCIAL BID

For providing services of 06 (six) Multi-Tasking Assistant (MTA) and 10 (ten) Group-D to Law Department

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

Sl. No.	Manpower Type	Monthly Rate per Person						
		* Take Home Remuneration (Net)	EPF	ESI	Other Statutory dues if any	Service charge	GST	Total per person (Gross)
1.	MTA							
2.	Group-D							

Signature of authorized person
Full Name:
Seal:

Date:
Place:

Notes:

1. Minimum take home remuneration of Multitasking Assistant is Rs.13900/- and for Group D is Rs.12,600/- per month per person as per GA&PG Resolution No.7892 dated 07.03.2024.
2. 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. The bids with Nil, or very Low Service charge can be treated as “ Non responsive Bid”.

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/ No)	Page No.
1	Covering Letter in Bidders Letter Head		
2	Demand Draft in support of Bid Processing Fee		
3	Demand Draft in support of EMD		
4	Copy of Certificate of Incorporation/ Registration		
5	Valid address proof of the Registered/ Branch Office of the service provider (Copy of the telephone/ Electricity bill)		
6	Copy of PAN		
7	Copy of GSTIN		
8	Copy of the Tax Clearance (IT/ GST/ TDS) for the last 3 assessment years		
9	Copies of valid E.P.F. and E.S.I. Registration Certificates		
10	Copy of valid Labour License/ License for supply of manpower		
11	Technical Bid duly filled in with Covering letter		
12	Undertaking regarding non-blacklisting in the form of T1 (on stamp paper)		
13	Undertaking regarding not having any pending judicial proceedings in the Form T2 (on bidder's letter head)		
14	Copy of the Audited Income/ Expenditure statement along with the Balance Sheet for last 3 Financial Year;		
15	Copies of the Bank Passbook and transaction statement for the last 06 months.		
16	Power of attorney in favour of the person signing the bid on behalf of the bidder		
17	Details of similar types of service provided by the bidder in last three years-Copies of the work order		
18	Financial Bid duly filled in		

It is to be ensured that

All information has been submitted as per the prescribed format only.

Each page has been separately bound with no loose sheets and each page of all the three parts are numbered along with Index page.

**Signature of authorized
person
Full Name:
Seal:**

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from **3rd week of August** and shall continue for one year 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 after completion of one year unless extended further by the mutual consent of the Manpower Service Provider and 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 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 06 (six) Multi-Tasking Assistant (MTA) and 10(ten) Group-D staff on urgent basis for day today office work. 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 manpower deployed shall be required to report for work at 9.30 AM and may work in shift duty (in the morning and in the evening till 8.00P.M.), if needed. Their duty period will not exceed eight hours.
9. The person deployed may be called on holidays to attend duty if required in case of urgency.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Department shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department authority 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 /Office concerned and an Authorized representative of the Manpower Service Provider.

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

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

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

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

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 job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

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

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

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

FINANCIAL

30. 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.
31. 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.
32. 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.
33. 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.
34. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later, stage.
35. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next

higher authority or controlling officer for his decision and the same shall be binding on all parties.

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

37. 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 SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE
DEPLOYMENT OF MANPOWER**

1. List of Manpower short listed by agency for deployment in Law Department, containing full details i.e. date of birth, marital status, address, educational certificate and criminal antecedent, etc.
2. Bio-data of person with Passport size Photograph.
3. Any other document considered relevant.

AGREEMENT

(To be made on Rs.100 Non-Judicial Stamp Paper)

This Agreement is made on this day _____ of 2025 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 in Department / Office;

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

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

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 "....." in the (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.

3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

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

5. That this agreement is valid 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.

