

**GOVERNMENT OF ODISHA
LAW DEPARTMENT**

**TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING MAN POWER
SERVICES TO ODISHA STATE LAW COMMISSION FOR A PERIOD OF ONE YEAR**

No.LAW-OEI-MISC-0023-2025/ 6245 /L, Bhubaneswar dated **17 APR 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) Data Entry Operators and 10(ten) Group-D to Odisha State Law Commission for a period of one year from the month of May, 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 dated 1.5.2025 by Speed Post/ Registered Post/ Courier only. The "Technical Bid" will be opened at 04.00PM on dated 2.5.2025 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 05.00 PM on 2.5.2025.

Complete Address for submission of BID

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


Joint Secretary to Government

Memo No. 6246 /L dt, **17 APR 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 Government

Memo No. 6247 /L dt, **17 APR 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 19.04.2025 information of all concerned.


Joint Secretary to Government

GOVERNMENT OF ODISHA
LAW DEPARTMENT

TENDER DOCUMENT

For providing Services of 06 (Six) Data Entry Operators and 10(ten) Group-D to Odisha State Law Commission, Toshali Bhawan, Bhubaneswar by a Private Manpower Service Provider

(a)	Period of issue of Tender Document	16.04.2025 to 19.04.2025
(b)	Last Date and time for submission of Tender Document	01.05.2025 by 05:00 PM
(c)	Date and time for opening of	
	Technical Bid	02.05.2025 at 04:00 PM
	Financial Bids	02.05.2025 at 05:00 PM
(d)	Likely date for commencement of Deployment of required manpower	15.05.2025
(e)	Contact Person	Sri Parthasarathi Barik, ASO, Mob: 8249519829

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11	Form of Agreement with Terms& Conditions of Agreement	
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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

A. GENERAL INSTRUCTIONS

The Odisha State Law Commission, Toshali Bhawan, Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of 06 (Six) Data Entry Operators and 10(ten) Group-D on contract basis for routine and other works of the Commission.

The period of contract for providing 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 Commission, 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, 2013• Registered under the Indian Partnership Act, 1932• Registered under the Indian Trusts Act, 1882• Registered under the Societies Registration Act, 1860• Registered 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.72,24,218/- during the last five 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	Copies of the Pass Book and

	Scheduled Bank situated in Odisha	transaction statement for the last 6 months
6	The agency should not have been blacklisted 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

1. The estimated cost of the contract is **Rs.36,12,109/- (Rupees Thirty-six Lakh Twelve Thousand One Hundred Nine Only)**.
1. 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. Rs.1,80,605/- (Rupees One Lakh Eighty Thousand Six Hundred five 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 01.05.2025 by 05:00 PM.
2. 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 OSLC**" & "**Financial Bid for providing Manpower Services to OSLC**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Bid Document for providing Manpower Services to OSLC**".

3. The successful bidder shall have to deposit a Performance Security Deposit of Rs.3,61,210.00/- (**Rupees Three Lakh Sixty-One Thousand Two Hundred Ten** only) in the form of an Account Payee Demand Draft/ Fixed Deposit/ Bank Guarantee from any Nationalized Bank drawn in favour of DDO-cum-Joint Secretary to Govt., Law Department, Lok Seva Bhawan, Bhubaneswar-751001 in the prescribed format provided in the Tender Document [T3] 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 PSARA License (in case of Security Services)/ Labour License;
11. Copy of License for supply of manpower;
12. Power of attorney in favour of the person signing the bid on behalf of the bidder
13. Details of similar types of service provided by the bidder in last three years;
14. Undertaking regarding non-blacklisting in the form of T1 (on stamp paper)
15. Under taking regarding not having any pending judicial proceedings in the Form T2 (on bidder's letter head)
16. Valid address proof of the Registered/ Branch Office of the service provider (Copy of the telephone/ Electricity bill)
17. Copy of the Audited Income/ Expenditure statement along with the Balance Sheet for last 3 Financial Year;
18. Copies of the Bank Pass Book and transaction statement for the last 06 months.

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 PSARA License (in case of Security Services)/ Labour License;
11. Copy of License for supply of manpower;
12. Power of attorney in favour of the person signing the bid on behalf of the bidder
13. Details of similar types of service provided by the bidder in last three years;
14. Undertaking regarding non-blacklisting in the form of T1 (on stamp paper)
15. Undertaking regarding not having any pending judicial proceedings in the Form T2 (on bidder's letter head)
16. Valid address proof of the Registered/ Branch Office of the service provider (Copy of the telephone/ Electricity bill)
17. Copy of the Audited Income/ Expenditure statement along with the Balance Sheet for last 3 Financial Year;
18. Copies of the Bank Pass Book and transaction statement for the last 06 months.

D. BID PROCEDURE

- E. 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.
- F. 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.
- G. The Technical Bids shall be opened on the scheduled date and time at 04.00 P.M. on 02.05.2025 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 05.00 P.M. on 02.05.2025 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.

- H. 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.
- I. 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.
- J. 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.
- K. The bidder having the lowest evaluated financial bid (L-1) would be considered forward 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.
- L. The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.
- M. 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.
- N. 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 MANPOWER SERVICE PROVIDER IN THE ODISHA STATE LAW
COMMISSION, LAW DEPARTMENT**

Sl. No.	Manpower	Age Limit	Qualification	Work Experience (Desirable)	Remuneration (Minimum Take Home Remuneration)	Job Description
1	Data Entry Operator	21 to 35 years	<p><u>Essential</u></p> <ol style="list-style-type: none"> 1. Graduation from a recognized University and PGDCA from a recognized Institution 2. Good Proficiency in MS Office Tools, internet applications. 3. Typing Speed of 40 characters per minute in English and Odia typing. 4. Sound knowledge to handle minimum hardware / software trouble shooting. 	3 years' experience in similar nature of work	As per notification of Government in GA&PG Resolution No. 7982 dated 07.03.2024 and others from time to time	<ol style="list-style-type: none"> 1. Responsible for carrying out of all administrative requirements of the Commission like day-today official work, file management, official practices, data entry work & other related work. 2. Responsible for Maintenance of office records with respect to general management and correspondences. 3. Responsible for Assisting officials for generating reports /information for meetings and other official purposes. 4. Management of daily official work and logistics support to the officials and other staff. 5. Any other reasonable work assigned by the

						authority.
2	Group -D	18 to 40 years	<p>Essential</p> <p>1. The minimum educational qualification will be 7th standard.</p> <p>2. They should also have experience in doing peon works in office and residence office and carrying files, daks, officials papers.</p> <p>3. Should be able to read, write and speak Odia and read, write English Language.</p> <p>4. The applicant must be in good physical health condition.</p>	3 years' experience in similar nature of work	As per notification of Government in GA&PG Resolution No.7 982 dated 07.03.2024 and others from time to time	<p>1. Responsible for doing peon works in the office and carrying files, daks, official papers and books, orderly works.</p> <p>2. Any other reasonable work assigned by the authority.</p>

**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 providing Manpower Services to OSLC

Sir,

I am to offer to participate in the tender process to provide Manpower Services to OSLC 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 are 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

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

Sub: Tender for providing Manpower Services to OSLC

Sir,

I am to offer to participate in the tender process to provide Manpower Services to OSLC 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 are 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 3 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 Lakhs)	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 ShriProprietor / 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-blacklisting]

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 Man power services for OSLC

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

SI. No.	Manpower Type	Monthly Rate per Person						Total per person (Gross)
		* Take Home Remuneration (Net)	EPF	ESI	Other Statutory Dues, if any	Service charge	GST	
1.	D.E.O.							
1.	Group-D							

Signature of authorized person

Full Name:

Seal:

Date:

Place:

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. 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 PSARA License (in case of Security Services)/ Labour License		
11	Copy of License for supply of manpower		
12	Technical Bid duly filled in with Covering letter		
13	Undertaking regarding non-blacklisting in the form of T1 (on stamp paper)		
14	Under taking regarding not having any pending judicial proceedings in the Form T2 (on bidder's letter head)		
15	Copy of the Audited Income/ Expenditure statement along with the Balance Sheet for last 3 Financial Year;		
16	Copies of the Bank Pass Book and transaction statement for the last 06 months.		
17	Power of attorney in favour of the person signing the bid on behalf of the bidder		
18	Details of similar types of service provided by the bidder in last three years-Copies of the work order		
19	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 15.05.2025 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 OSLC, at present, has tentative requirement of 06 (Six) Data Entry Operators and 10 (ten) Group-Don urgent basis for day today office work. The requirement of the Commission 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 9.30 AM and will work in shift duty (in the morning and in the evening till 8.00 P.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 OSLC shall be that of the Manpower Service Provider and the OSLC 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 OSLC 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 OSLC 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 OSLC 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 OSLC /Office concerned and an Authorized representative of the Manpower Service Provider.

14. The Commission 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 in 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 time of 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 worker 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 photo 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 Commission is put to any loss / obligation, monetary or otherwise, the Commission 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 Commission 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 Commission 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 OSLC 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 the OSLC for supply of suitable and qualified manpower as per requirement of OSLC 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 OSLC, 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 15th May 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 OSLS, Law Department;

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 OSLS, Law Department in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to **14.05.2026**.

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
OSLS.

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 15.05.2025 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 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 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 9.30 AM to the Under Secretary or such other Officer as may have been kept in charge of OSLS, Law Department and would leave at 5.30 P.M. and may also required to work beyond 5.30 PM as and when necessary 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.
8. 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.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the OSLS, Law Department so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Commission shall be that of the Manpower Service Provider and the Commission 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.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The 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 Commission and an Authorized representative of the Manpower Service Provider.
13. The Commission shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
 14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
 15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
 16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
 17. The Manpower Service Provider must be registered with the concerned 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, if required under the Act.
 18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
 19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
 20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
 22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department. The Department shall have no liability in this regard.
 23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities, from

- time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Commission as and when required.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Commission or any other authority under Law.
 25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department.
 26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Commission is put to any loss / obligation, monetary or otherwise, the Commission will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
 27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Commission 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 Commission by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
 28. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.
 29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Commission 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.
 30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department.
 31. The amount of penalty calculated @ 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
 32. The 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.
 33. 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.
 34. 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.

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PERFORMANCE BANK GUARANTEE FORMAT

To

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

WHEREAS (Name and Address of the Service Provider) (herein after called "the Service Provider") has undertaken, in pursuance of Contract No. Dated to provide (description services) (herein after called "the contract").

AND WHEREAS, it has been stipulated by (Name of the Authority) in the said contract that the Service Provider shall furnish you with a Bank Guarantee by a scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the Service Provider up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. The performance bank guarantee shall be valid until the day _____ of _____, 2025 our branch at _____ (Name and Address of the Bank) is liable to pay the guaranteed amount depending on filing of claim and any part thereof under this bank Guarantee only and only if you serve upon us at our.....*.branch a written claim or demand and received by us at our.....*.branch on or before dated.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

Signature of the authorized officer of the Bank Name and designation of the officer

Seal, name & address of the Bank & Branch

**Preferably at the headquarters of the authority.*
