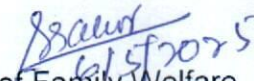


RFP Notice No. 01(3379)

Date- 07.05.2025

**TENDER NOTICE INVITING REQUEST FOR PROPOSAL (RFP) for SELECTION & HIRING OF MANPOWER SERVICE PROVIDER ON OUTSOURCING BASIS FOR DIRECTORATE OF FAMILY WELFARE, ODISHA, BHUBANESWAR.**

Sealed applications are invited for selection of Regd. Agency/Firm/ Manpower Service Provider for providing manpower to the Director of Family Welfare, Odisha in conformity with the terms & conditions of the detailed RFP notice in two sealed covers (Technical & Financial Proposal) from intending applicants fulfilling the terms of eligibility laid down in the RFP document. Please refer to the website: [www.dfwodisha.nic.in](http://www.dfwodisha.nic.in) for complete details and downloading the document. The last date and time of submission of proposal (Technical & Financial) to the Director of Family Welfare Odisha, 3<sup>rd</sup>. Floor, HOD Building, Bhubaneswar -751001 is 28.05.2025 till 3.00 PM. The RFP should reach the Director of Family Welfare, Odisha, 3<sup>rd</sup>. Floor, HOD Building, Bhubaneswar -751001 through **Speed Post / Registered Post /Courier Service**. Any other mode of submission of RFP will be out rightly rejected. For any queries related to this RFP, please write to [www.dfwodisha@gmail.com](mailto:www.dfwodisha@gmail.com)

  
✓ Director of Family Welfare, Odisha



**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)  
FOR F & HIRING OF MANPOWER SERVICE PROVIDER ON OUTSOURCING BASIS  
FOR DFW(O), BHUBANESWAR.**

Director of Family Welfare ,Odisha invites REQUEST FOR PROPOSAL (RFP) in sealed applications in two cover system i.e. Technical & Financial Proposal in confirmation with the detailed RFP notice from qualified, experienced and financially sound Regd. Agency/Regd. Firm/ Manpower provider contractors/Manpower providing agency on outsourcing basis to provide manpower to Director of Family Welfare ,Odisha, Bhubaneswar having valid license registration certificate, GST, PAN, Income Tax Clearance Certificate in confirmation with the terms and conditions from intending applicants fulfilling the eligibility criteria and other qualifying requirement. The details of terms and conditions, other requirements & downloading the document may be referred in the website: [www.dfw.odisha@gmail.com](mailto:www.dfw.odisha@gmail.com)

Brief Description and Details of the Assignment

Sl. No	Scope of work	Earnest Money Deposit (EMD)
1	Selection & Hiring of Regd. Agency/ Regd. Firm/ Regd. Manpower Service provider for providing manpower to Director of Family Welfare, Odisha ,Bhubaneswar on outsourcing basis	Rs.30,000/- (Rs.thirty Thousand)  (Refundable without interest)
Last Date & Time of Receipt of Technical & Financial Proposal :28.05.2025		
Name & Address of the Office: Director of Family Welfare ,Odisha, 3 <sup>rd</sup> . Floor, HOD  Building, Bhubaneswar e-mail ID- <a href="mailto:dfwodisha@gmail.com">dfwodisha@gmail.com</a>		
Contact and other documents may be seen in the website: <a href="mailto:www.dfwodisha@gmail.com">www.dfwodisha@gmail.com</a>		



Section - I

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. The Director of Family Welfare, Odisha, Bhubaneswar requires the services of registered, well established, and financially sound Manpower Service Providers to provide services of the personnel (As mentioned at Point-3) on outsourcing basis for day-to-day official work of Director of Family Welfare ,Odisha, Bhubaneswar. The said requirement is tentative, which may increase/ decrease depend upon the workload & situations.
2. The contract for providing the aforesaid manpower is likely to commence from the date of execution of agreement on non-judicial stamp paper between the service provider and the authority which will remain valid for a period of one year and can be further extended mutually. The authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Director of Family Welfare, Odisha, Bhubaneswar has the tentative requirements of the manpower as specified below & may undergo modification as per requirement of Project.

Sl No.	Position	Total required Manpower (in Nos.)
1	Computer Assistant	03 01
2	Night Watchman	01
3	Sweeper cum cleaner	01
4	Security guard	01
	Total	06 04

The requirements may increase/ decrease in any/ all the categories. The eligible bidders, those have the capability of providing above types of manpower as per the prescribed technical parameters in the tender document are allowed to participate in the selection process. Part bids will not be taken into consideration.

4. The proposal shall remain valid for a period not less than 120 days after the last date of submission of RFP.
5. The interested Manpower Service Providers may submit the Technical Proposal (Technical Bid) & Financial Proposal (Financial Bid) by **Regd. Post/Speed Post/Courier Service** only complete in all respects along with Tender Document Cost of Rs. 5,000/-(Rs Five Thousand) in shape of Bank draft/ Demand Draft, Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) in shape of Bank draft/ Demand Draft/ Pay Order in favour of " Director of Family Welfare, Odisha" payable at Bhubaneswar from any Nationalized/ Scheduled Bank and other requisite documents in the office of the Director of Family Welfare ,Odisha, 3<sup>rd</sup> . Floor, HOD Building,Bhubaneswar. The last date of receipt of technical and financial proposal by Director of Family Welfare, Odisha Bhubaneswar is 28.05.2025 (3PM). Any tender received after the due date & time will be rejected and returned to the sender un-opened. The authority will not be responsible for any postal delay. Email/ Fax/ Late Bids will be summarily rejected.

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**CONTENT OF RFP DOCUMENT**

Sl. No	Section	Description of contents	Page Number
1.	Section-I	Scope of work and general instructions for the bidders	3-6
2.	Section-II (A&B)	Technical requirements for the tendering manpower service provider	7-9
3.	Section--III	Tender Application – Technical Bid	10-11
4.	Section--IV	Tender Application – Financial Bid	12-13
5.	Section-V	Terms and Conditions	14-20
6.	Section-VI	Documents to be provided with the Technical Bid	21-22
7.	Section-VII	Form of Agreement ( Annexure-I & Annexure-A)	23-28
8.	Section-VIII	Declaration (Annexure-II)	29
9.	Section IX	Authorization Letter Format (Annexure-III)	30

6. The various crucial dates relating to above tender are cited as under:

(a)	Last date and time for submission of Tender Document:	28.05.2025(3 PM)
(b)	Date and time for opening of Technical proposal:	28.05.2025(3.30 PM)
(c)	Date and time for opening of Financial Proposal of eligible applicants and selection:	Will be declared & intimated to those bidders who will qualify in Technical Bid

N.B: In the event of the date being declared as a holiday for Government of Odisha, the due date of submission of bids and opening of bids will be the next working day.

7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to Director of Family Welfare ,Odisha, Bhubaneswar" and "Financial Bid for Providing Manpower Services to Director of Family Welfare Odisha, Bhubaneswar". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Manpower Services to Director of Family Odisha, Bhubaneswar".



8. The Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) refundable (without interest), should be necessarily accompanied with the Technical Bid in shape of Demand Draft/ Bank Draft in favour of "Director of Family Welfare, Odisha, Bhubaneswar" from any Nationalized/ Scheduled Bank failing which the tender shall be rejected summarily.
9. The successful bidder will have to deposit a Performance Security deposit (10% of annual Contract Value) in the shape of Bank Guarantee/Demand Draft/fixed deposit from any Nationalized Bank in favour of "Director of Family Welfare, Odisha, payable at Bhubaneswar" covering the contract period of one year. In addition, the Performance Security Deposit should remain valid for an additional period of Sixty days (60 days) beyond the date of completion of contract for completion of all contractual obligations of the supplier (Manpower Service Provider) including warranty obligations. In case, the contract is further extended beyond the initial period of One Year, the Bank Guarantee/ Demand Draft/ fixed deposit will have to be accordingly renewed by the successful bidder including additional 60 days of performance security deposit to complete all contractual obligations.
10. The tendering Manpower Service providers are required to enclose certified / attested photocopies of the following documents along with Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:
  - a) The Company must be an ISO (9001-2015) Certified.
  - b) Tender Document Cost of Rs. 5,000/- (Rs Five Thousand) in shape of Bank draft/ Demand Draft
  - c) Attested copy of registration certificate of the bidder's organization with Labour Department, Government of Odisha;
  - d) Attested copy of PAN & GST.
  - e) Attested copies of the IT return filed for the last three financial years.
  - f) Attested copy of the registration certificate of EPF certificate;
  - g) Attested copy of the registration certificate of ESI certificate;
  - h) Certified extracts of the Bank Account containing transactions during last three years.
  - i) Tender/RFP document Reference No.01 dtd. with proof of payment of cost of Tender/RFP.
  - j) Attested copies of Work Orders of similar assignments along with the certificates of successful performance issued by the concerned authority/ executing agency.
  - k) Net worth of bidder should be 10 (ten) lakh with duly certified by CA.



11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
12. The Tendering firms/Agencies/ companies should not have been derecognized/ blacklisted by any State Government/ Government of India/ Union Territory/ Government organization. The bidder who has been blacklisted will not be considered.
13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached duly signed by the authorized signatory.
14. The Technical bids shall be opened on the scheduled date and time as mentioned above in the office of the Director of Family Welfare, Odisha, Bhubaneswar by the authorized representative/s of the Director of Family welfare, Odisha, Bhubaneswar in the presence of the bidders or their authorized representative, who wish to be present on the spot at that time.
15. The Financial Bid of only those bidders will be opened whose technical bids are evaluated & found eligible. The date of opening of financial bids will be intimated to the bidders in due course by the Director of Family Welfare, Odisha, Bhubaneswar to remain present at that time of opening.
16. The bidder with lowest evaluated financial bid (L1) would be considered for award of contract. In case, the lowest bidder (L1) is disqualified after selection for any reason then negotiations will be made with the second lowest (L2) bidder for award of the contract at (L1) price. However, the decision of the authority will be final during the finalisation stage.
17. In case, the service charges quoted by one or more than one technically qualified bidders remains the same and tied up, the decision of the authority will be final during the finalisation stage.
18. The monthly remuneration structure of proposed outsourced positions (Point-3 of Section - 1) expected to be provided by the successful bidder to be quoted as per Resolution No. 7982/GAD dated 07.03.2024 of G.A. & P.G. Deptt(O) The service charges of the expected Manpower Service Provider shall not be less than the minimum rate as per the latest guidelines of Government of Odisha declared for Outsourcing agencies and shall include all statutory obligations.
19. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the government/D.F.W.(O) shall not be liable for any dues for availing the services of the personnel.
20. The monthly bills will not be released until the service provider produces proof of up-to-date payment of monthly remuneration, EPF, ESI contribution etc. to the outsourced manpower.
21. The Authority reserves the right to reject all bids/ terminate the tender process without assigning any reason thereof.



Section-II (A)

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

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

- (a) The Man power Service Providing Agency should be an ISO (9001-2015) Certified.
- (b) The registered office or one of the branch offices of the manpower Service Provider should be located within the jurisdiction at Bhubaneswar. Besides if the Department /Head of Department/Controlling officer are procuring manpower for deployment in their Field offices, then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Offices (s).
- (c) They should be registered with the appropriate registration authority;
- (d) They should have at least three years prior experience in providing manpower to Government Departments of Odisha, Public Sector Companies or Banks, etc;
- (e) They should have their own Bank Account;
- (f) They should be registered with appropriate authority under Labour & E.S.I. Department.
- (g) They should be registered under GST Act as Manpower Recruitment or Supply Agency;
- (h) They should be registered with Income Tax Department;
- (i) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts & Rules.
- (j) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
- (k) The Tendering firms should have average annual turnover of Rs.50 (fifty) lakh or more for last three financial years (2021-22, 2022-23 & 2023-24) shall be eligible to participate in the tendering process.
- (l) They should submit the attested copies of Audit certificates for last preceding 3 (three) (i.e. (2021-22, 2022-23 & 2023-24) years duly signed by the Auditor/ Chartered Accountant with the bid documents.
- (m) Execution of contracts of similar type (Outsourcing agency for supply of manpower to various departments of GoO/Gol/PSU/ Banks etc.) during preceding 5 years.
- (n) Not arised Affidavit exhibiting that The Tendering firms should not have been derecognized/blacklisted by any State Government/ Government of India/ Union Territory/Government organizations.
- (o) They should submit along with the RFP a Demand Draft/Bank Draft amounting to Rs.5,000/- (Rs. Five Thousand) in favour of D.F.W..(O) towards Tender Document Cost.
- (p) They should submit a Non Bankrupting Certificate issued by a judicial paper..
- (q) The bidding agency should have the Registered Office in Odisha for at least 05 (Five) years.



**SECTION-II (B)**

TECHNICAL REQUIREMENTS FOR PROPOSED MANPOWER TO BE DEPLOYED BY SUCCESSFUL MANPOWER SERVICE PROVIDER AT THE DIRECTOR OF FAMILY WELFARE, ODISHA, BHUBANESWAR.

Sl. No	Manpower	Requirement	Age (in years)	Qualification & Experience
1	Computer Assistant	03 Nos.	25-50	Graduate with computer knowledge/ DCA/PGDCA/equivalent computer knowledge certificate. The Candidate should be well conversant with computers and essentially well trained in MS Office, internet & Odia Typing with more than 3 years post qualification experience.
2	Sweeper cum cleaner	01 No.	18-50	10th Std. Pass. The candidate should be physically fit and well behaved.
3	Night Watchman	01 No.	18-50	10th Std. Pass. The candidate should be physically fit and well behaved.
4	Security Guard	01 No.	18-50	10th Std. Pass. The candidate should be physically fit and well behaved.

N.B.: The ToRs for the positions mentioned above may be referred below

**Position No. (ToR for Computer Assistant)**

<b>I. Job Description</b>
A multi-skilled candidate with quantities background for the position of DEO
<b>II. Functions/Key result Expected</b>
Summary of Key Functions: <ul style="list-style-type: none"> <li>Administrative Support: Providing vital assistance to higher-level staff by managing calendars, appointments, and correspondence.</li> <li>Document Management: Handling various documents, reports, and records, ensuring accuracy and accessibility.</li> <li>Reception Duties: Welcoming visitors and clients, offering assistance, and directing them appropriately.</li> <li>Data Entry: Inputting and managing data using computer software and tools.</li> <li>Coordination: Assisting in coordinating meetings, events, and travel arrangements.</li> <li>Records Maintenance: Ensuring organized filing systems and proper record-keeping.</li> <li>Office Maintenance: Overseeing office cleanliness and liaising with maintenance staff.</li> <li>Compiling, verifying accuracy and sorting information to prepare source data for computer entry.</li> </ul>
Required Skills: <ul style="list-style-type: none"> <li>Good written and verbal communication in English &amp; Odia.</li> <li>Good interpersonal skills</li> </ul>



<b>III. Required Qualification &amp; Experience</b>	
Education:	Graduate with computer knowledge/ DCA/PGDCA. The Candidate should be well conversant with Computers and essentially well trained in MS office, internet & Odia Typing with more than 3 years post qualification experience in the relevant field.
Core Competencies:	Demonstrates integrity and ethical standards; Promotes the vision, mission, and strategic goals of the organization
Functional Competencies	<b>Job Knowledge/ Technical skills</b> <ul style="list-style-type: none"> <li>• Office assistants require a diverse range of skills to excel in their roles. These skills include time management, computer proficiency, attention to detail, communication, organization, adaptability, problem-solving, multi-tasking, and confidentiality.</li> <li>• Decisiveness, independence, good judgment, ability to work under pressure</li> </ul> <b>Communication Skills</b> <ul style="list-style-type: none"> <li>• Strong facilitation and moderation, communication skills</li> <li>• Good interpersonal skills and ability to establish and maintain effective partnerships and working relations with people in a multi-cultural, multi- ethnic environment with sensitivity and respect for diversity;</li> <li>• Excellent networking and partnering competencies and negotiating skills</li> </ul> <b>Management skills</b> <ul style="list-style-type: none"> <li>• Reliable in delivering own parts of the work as part of a team effort</li> <li>• Is open to change and ability to manage complex, ever-changing environments</li> </ul>

**Position No. 2 (ToR for Attendant)**

<b>I. Educational Qualification / Job Description</b>
A Semi-skilled candidate with quantities background for the position of Swweper cum cleaner, night watchman and security guard.

<b>Summary of Key Functions:</b> <ul style="list-style-type: none"> <li>• Carrying out instruction of higher authority as &amp; when required</li> <li>• Photocopying</li> <li>• He / She should be above 18 years &amp; not exceeding 50 years.</li> <li>• Minimum educational qualification- 10th Pass.</li> </ul>
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Section -III

**TENDER APPLICATION (TECHNICAL BID)**

**FOR PROVIDING MANPOWER SERVICES TO THE DIRECTOR OF FAMILY WELFARE,  
ODISHA, BHUBANESWAR.**

1	Name of Tendering Manpower Service Provider:	
2	Details of Earnest Money Deposit:	DD No. _____ Date _____ Amount Rs. _____ Drawn on Bank _____
3	Name of Proprietor/Partner / Principal:	
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):	Telephone No. _____ Fax No. _____ E-Mail Address: _____
7	Banker of the Manpower Service Provider: (Attached certified copy of statement of A/c for the last Three years)	Telephone No. of Banker: _____
8	Labour Department Registration No. (Attached attested copy)	
9	PAN No. (Attached attested copy)	



10	Service Tax Registration No. (Attached attested copy)					
11	E.P.F Registration No : (Attached attested copy)					
12	E.S.I Registration No. : (Attached attested copy)					
13	Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years	Financial Years	Amount (Rs In Lakh)	Remark, if any.		
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 service provider		Amount of contract (Rs In Lakh)	Duration of contract	
		Types of manpower provider	No.		From	To
15	Additional information, if any (Attach separate sheet, if required)					
			Signature of the authorized person			
	Date :		Name :			
	Place:		Seal :			
<b><u>DECLARATION</u></b>						
1	I, _____, Son/Daughter/Wife of Shri _____ Proprietor/ Director/authorized signatory of the Service Provider agency and I 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 the authorized person			
	Date :		Name :			
	Place:		Seal :			



Section -IV

APPLICATION FINANCIAL BID

**FOR PROVIDING MANPOWER TO DIRECTOR OF FAMILY WELFARE ODISHA, BHUBANESWAR.**

Name of tendering Manpower Service Provider: \_\_\_\_\_

1. Rate as per position per month (8 hours per day) as per Resolution No. 7982/GAD dated 07.03.2024 of G.A.& P.G. Deptt(O) Inclusive of all statutory liabilities, taxes, levies, cess etc: Minimum service charges should not be less than the latest guidelines of Govt. of Odisha for Outsourcing Agencies.

Sl. No.	Manpower Type	Minimum Monthly Remuneration (As per Rationalization Committee)	EPF	ESI	Other Statutory dues, if any	Service Charges by the Bidder	Total No. of Positions	Total Cost (in Rs.)
1	Computer Assistant						01	
2	Security Guard						01	
3	Night Watchman						01	
4	Sweeper cum cleaner						01	

Minimum take home monthly remuneration of each category of outsourced personnel should not be less than the rate fixed by the Resolution No. 7982/GAD dated 07.03.2024 of G.A.& P.G. Deptt(O) & shall include all statutory obligations.

Signature of authorized person

Date:

Place:

Full Name:

Seal:

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**Notes:**

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract & fixed for the period of contract. No escalation shall be allowed under any circumstances.
2. The bidders quoted with lowest evaluated monthly charges for the required manpower will be awarded with contract with consideration of minimum service charges as per the latest guidelines of Govt. of Odisha for outsourcing agencies. In case the service charge quoted by one or more eligible bidders are same, the agency having highest annual average turn over of last 3 years (2021-22, 2022-23 & 2023-24) shall be preferred for award of this contract.
3. The payment shall be made on conclusion of the calendar month only on the basis of numbers of working days for which duty has been performed by each manpower as per the actual,
4. The contribution towards EPF & ESI shall be additionally charged by the service provider in addition to the monthly fixed remuneration of the person engaged during submission of invoice to DFW(O).
5. The bidders should not quote unreasonable service charges. In no such cases, the Agency should not quote the Service Charges as 'NIL'.
6. The Manpower Service Provider Agency shall not ask for any unauthorized amount from the human resource to be deployed by the agency either before placement of human resource or post placement of human resource for this assignment directly or indirectly. If such cases is proved with evidence during delivery of this assignment by the Manpower Service Provider Agency to Director of Family Welfare, Odisha, Bhubaneswar, it may lead to termination of the contract with the Service Provider Agency by Director of Family Welfare, Odisha, Bhubaneswar without giving any notice period.
7. The minimum take home pay of the out sourced employee should include employee's share of EPF & ESI but excludes employer's share of EPF & ESI.



Section -V

**TERMS AND CONDITIONS FOR PROVIDING MANPOWER SERVICES TO THE  
DIRECTOR OF FAMILY WELFARE, ODISHA, BHUBANESWAR.**

GENERAL

1. The agreement shall commence from the date of execution of contract with the selected Manpower Service Provider Agency and will be valid for a period of 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 on completion of one year unless extended further by the mutual consent of the Manpower Service Provider and the Director of Family Welfare, Odisha, Bhubaneswar.
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 Director of Family Welfare, Odisha, Bhubaneswar.
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 Director of Family Welfare, Odisha, Bhubaneswar.
5. The Director of Family Welfare, at present, has tentative requirement of different Manpower as per Annexure-I on urgent basis. The requirement of the authority may further increase or decrease, during the period of initial contract also and the qualified bidder 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 Director of Family Welfare, Odisha, Bhubaneswar reserves the right to terminate the agreement during the period of contract by giving 15 days prior notice to the Manpower Service Provider.



8. The persons deployed shall be required to report for duty at the Director of Family Welfare, Odisha, Bhubaneswar on all official working days of Govt. of Odisha and as per the office time schedule fixed by Govt. of Odisha and may also be required to work on government holidays and beyond official hours as per the day-to-day need of DFW(O) for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The outsourced manpower to be deployed by the Manpower Service Provider to Director of Family Welfare, Odisha, Bhubaneswar are entitled for special leave of maximum 12 days with prior approval of the authority during engagement period of one year as per office memorandum No. 30794 dated 06.11.2021 of Finance Department, Govt. of Odisha.
10. The Manpower Service Provider to ensure timely payment of monthly remuneration to the deployed staff as per the latest guidelines of Govt. of Odisha.
11. The Manpower Service Provider Agency shall not ask for any unauthorised amount from the human resource to be deployed by the agency either before placement of human resource or post placement of human resource for this assignment directly or indirectly. If such cases are observed/proved/reported by the deployed personnel with evidence during delivery of this assignment by the Manpower Service Provider Agency to Director of Family Welfare, Odisha, Bhubaneswar, it may lead to termination of the contract with the Service Provider Agency by Director of Family Welfare, Odisha, Bhubaneswar without giving any notice period.
12. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Director of Family Welfare, Odisha, Bhubaneswar so that optimal services of the persons deployed could be availed without any disruption.





13. The entire financial liability in respect of manpower services deployed in Director of Family Welfare, Odisha, Bhubaneswar shall be that of the Director of Family Welfare, Odisha, Bhubaneswar 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 Director of Family Welfare, Odisha, Bhubaneswar.
14. 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 Director of Family Welfare, Odisha, Bhubaneswar.
15. The Manpower Service Provider shall be solely responsible for the redressed of grievances or resolution of disputes relating to persons deployed. The Director of Family Welfare, Odisha, Bhubaneswar 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 Director of Family Welfare, Odisha, Bhubaneswar and an authorized representative of the Manpower Service Provider.
16. The Director of Family Welfare, Odisha, Bhubaneswar 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.
17. 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.
18. 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.

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19. 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.
20. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., & Service Tax and copies of the registration certificates should be submitted.
21. The Manpower Service Provider shall provide a substitute manpower in time if there occurs any probability of the person leaving the job due to his 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 other statutory dues, wherever applicable.
22. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
23. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

#### **LEGAL**

24. 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.
25. 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 Director of Family Welfare, Odisha, Bhubaneswar.





26. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Director of Family Welfare, Odisha, Bhubaneswar 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 Director of Family Welfare, Odisha, Bhubaneswar.
27. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Director of Family Welfare, Odisha, Bhubaneswar and any other authority under Law.
28. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
29. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Director of Family Welfare, Odisha, Bhubaneswar is put to any loss/ obligation, monetary or otherwise, the Director of Family Welfare, Odisha, Bhubaneswar 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.
30. 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.
31. The Director of Family Welfare, Odisha, Bhubaneswar 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 Director of Family Welfare, Odisha, Bhubaneswar by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.



**FINANCIAL**

32. The Technical Bid must be accompanied with an Earnest Money Deposit (EMD), Rs.50,000/- (Rupees Fifty Thousand Only) refundable without interest in the form of Demand /Bank Draft drawn in favour of Director of Family Welfare, Odisha payable at Bhubaneswar failing which the tender shall be rejected out rightly.
33. The Earnest Money Deposit (EMD) in respect of the agencies which does not qualify for opening of Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
34. Performance security shall be 10% of Annual Contract Value. The successful Bidder shall deposit the Performance deposit in the form of Bank Guarantee/DD/ fixed deposit from only Nationalized Bank drawn in favour of "Director of Family Welfare, Odisha, Bhubaneswar" payable at Bhubaneswar covering the period of the contract period of 1 years and two more months beyond one year contract during completion of the assignment. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful bidder with 14 months Performance Security Deposit.
35. 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.
36. **A)** The Manpower Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by the Director of Family Welfare, Odisha, Bhubaneswar in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will tentatively be released by the second week of the succeeding month.  
**B)** 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 Director of Family Welfare, Odisha, Bhubaneswar.



37. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond seven working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of the court at the Bhubaneswar.

The successful bidder will enter into an agreement with Director of Family Welfare, Odisha, Bhubaneswar for supply of suitable and qualified manpower as per requirement, terms and conditions.





**Section -VI**

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application Technical Bid;
2. Tender Document Cost amounting to Rs. 5,000/-(including GST) in shape of Demand/ Bank in favour of DFW.(O);
3. Attested copy of the Registration Certificate
4. Attested Copy of ISO (9001-2015) Certificate.
5. Attested copy of registration certificate of the bidder's organization with Labour Department, Government of Odisha;
6. Attested copy of PAN Card;
7. Attested copy of valid GST
8. Attested copies of the IT return filed by agency for the last three financial years;
9. Attested copy of the registration certificate of EPF certificate;
10. Attested copy of the registration certificate of ESI certificate;
11. Attested copy of the Service Tax registration certificate as Manpower Recruitment Agency;
12. Attested copy of the registration certificate issued by Home Department, Govt. of Odisha for providing Security Guards
13. Certified extracts of the Bank Account containing transactions during last three years (2021- 22,2022-23 &2023-24)
14. Attested copies of Work Orders of similar assignments along with the certificates of successful performance issued by the concerned authority/ executing agency
15. Certified documents of Audit Certificate in support of the financial turnover of the agency;
16. Certified documents in support of entries made against Technical Bid application;
17. Copy of the terms and conditions in the tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
18. Authorization Letter
19. Bank Solvency Certificate
20. Declaration in shape of an affidavit before the Executive Magistrate as per Annexure-III& Annexure-II(A).
21. The RFP of those Bidders will be out rightly rejected in case any / all the documents as called for are not submitted along with the proposal





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

List of Manpower (as per Annexure -1) shortlisted and proposed by the agency for deployment in the Director of Family Welfare, Odisha containing full details i.e. date of birth, marital status, address, educational qualification, experience, contact and communication details etc.

1. Bio-data/CV of all persons.
2. Identity Proof
3. PAN Card
4. Police verification regarding character antecedent.





SECTION-VII (FORM OF AGREEMENT)

ANNEXURE-I

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between Director of Family Welfare, Odisha, Bhubaneswar, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also includes its successors or assignees of the one part;

And

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, 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 "different types of Manpower as per Annexure - I" are required in **DIRECTOR OF FAMILY WELFARE, ODISHA, BHUBANESWAR.**

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement; And whereas the "Authority" has 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 -A containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "Annexure -I" in the Director of Family Welfare, Odisha, 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.

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5. That this agreement is valid for one year from the date of execution.

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 DFW(O), Bhubaneswar

In the presence of witness:-

Witness  
1.  
Name:.....  
Address:.....

Witness  
Name:.....  
Address:.....

2.  
Name...  
Address:..

Name:....  
Address:..

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
**TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from the date. date.\_\_\_\_\_ and shall continue till unless it is curtailed or terminated by the authority owing to deficiency of service, sub standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on date.\_\_\_\_\_ of the Manpower Service Provider and the authority. further by the mutual consent.
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 authority at present has tentative requirement of different Manpower as per Annexure-I to be deployed by the manpower service provider. The requirement of the authority may further increase or decrease during the period of initial contract also and the qualified bidder 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 contract period of One year after giving 15 days' prior notice to the Manpower Service Provider.
8. The Manpower Service Provider Agency shall not ask for any unauthorized amount from the human resource to be deployed by the agency either before placement of human resource or post placement of human resource for this assignment directly or indirectly. If such cases are observed/proved/reported by the deployed personnel with evidence during delivery of this assignment by the Manpower Service Provider Agency to Director of Family Welfare, Odisha, Bhubaneswar, it may lead to termination of the contract with the Service Provider Agency by Director of Family Welfare, Odisha, Bhubaneswar without giving any notice period.
9. The persons deployed shall be required to report for duty at Director of Family Welfare, Odisha, as per the time schedule office hours fixed by the Director of Family Welfare, Odisha, Bhubaneswar and may also during holidays and may be required to work beyond office hours as per the need of DFW(O) Project for which the deployed outsourced staff of Manpower Service Provider Agency 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 beyond permissible special leave of 15 days (with prior approval of the authority) in a contract period of one year, proportionate deduction from the remuneration shall be deducted.



10. The outsourced manpower to be deployed by the Manpower Service Provider to DFW(O), Bhubaneswar are entitled for special leave of maximum 12 days with prior approval of the authority during engagement period of one year as per office memorandum No. 30794 dated 06.11.2021 of Finance Department, Govt. of Odisha.
11. The Manpower Service Provider to ensure timely payment of monthly remuneration to the deployed staff as per the latest guidelines of Govt. of Odisha..
12. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the authority so that optimal services of the persons deployed could be availed without any disruption. The entire financial liability in respect of manpower services deployed in the Director of Family Welfare, Odisha, Bhubaneswar shall be that of the Manpower Service Provider and the authority 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 DFW(O), Bhubaneswar.
13. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the authority.
14. The Manpower Service Provider shall be solely responsible for the redressed 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 to the authorized representative of the Manpower Service Provider.
15. The authority shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity at DFW(O), Bhubaneswar or any establishment of Govt. of Odisha.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted.



20. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for deposit of EPF, ESI and other statutory dues, wherever applicable. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
  22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
  23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by the agency in the Director of Family Welfare, Odisha, Bhubaneswar. The authority 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 Director of Family Welfare, Odisha, Bhubaneswar 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 authority.
  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 authority any other authority under Law.
  26. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
  27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the authority is put to any loss/ obligation, monetary or otherwise, the authority will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
- 



28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The authority 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 Director of Family Welfare, Odisha, Bhubaneswar by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit..
  29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
  30. The Manpower Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by authority in respect of the persons deployed and submits the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will tentatively 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 Finance department.
  32. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
  33. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
  34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
  35. All disputes shall be under the jurisdiction of the court at the Bhubaneswar.
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**SECTION-VIII (ANNEXURE - II)**

**DECLARATION**

(To be submitted in shape of Affidavit before the Executive Magistrate)

I/We Sri \_\_\_\_\_, represented by its proprietor/ Managing Partner/Managing Principal of M/s. \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ represented by its Proprietor/ do hereby declare that I/We have carefully read all the conditions of tender notice for award of contract for providing of different manpower to the Director of Family Welfare , Odisha, Bhubaneswar for a period of one year on rate contract basis and will abide by with all the terms conditions of the Tender.

I/we declare that I/we have possessed valid registration certificate under Labour Act & Rules/Employees Provident Fund Act & Rules/ Employees State Insurance Act & Rules & Service Tax Registration Certificate as Manpower Recruitment or Supply Agency.

I/ We do hereby declare that my/ our agency have not been derecognized/ blacklisted by any State Government/ Government of India/ Union Territory/ Government organization.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit or Security Deposit and blacklist the Agency for a period of 1 (One) year, if any information furnished by us proved to be false at any time and not abiding by the tender terms & conditions.

Signature of the Bidder

Name & Address of the Agency

Date:





Section-IX Authorization letter Format (Annexure-III)

(To be provided alongwith product literature on manufacturer's/ distributor's letter head incase the bidder is not manufacturer/ distributor of the brand)

Date \_\_\_\_\_

To

Director of Family Welfare, Odisha  
HOD Building, Bhubaneswar  
Unit-V, Pin-751001

Respected Sir,

We hereby authorize M/S

\_\_\_\_\_ (name of the bidder) to bid for tender

floated by your organization for supply of Manpower. Any agreement tendered by

M/s \_\_\_\_\_ ( name of the bidder) will be duly

supported by ( name of the company providing guarantee) during the agreement period.

Seal of the company along with signature of authorized representative.