



Government of Odisha

OFFICE OF THE DISTRICT REGISTRAR, KALAHANDI

(At/Po/PS- Bhawanipatna, Dist- Kalahandi, email. dsrkalahandi@gmail.com)

Letter No- 73 /Estt

Date- 15.01.2026

TENDER CALL NOTICE FOR AWARD OF CONTRACT FOR PROVIDING THE SERVICES OF GROUP-D EMPLOYEES (PEON AND NIGHT WATCHER-CUM-SWEEPER) FOR A PERIOD OF ONE YEARS

Bids in sealed cover are invited under Two Bid system from reputed and experienced Service Providers for providing 19Nos. of Group-D employees (Peons-11, Night Watcher-cum-Sweeper-08) to the Office of the District Registrar Office and its sub-ordinate Offices of Kalahandi District for a period of 01(One) year on outsourcing basis for day-to day official work. The details of the bidding process are as follows.

Sl. No.	Bidding Schedule	Deadline
1	Date of Issue	15.01.2026
2	Due date and time of receipt of Bid	29.01.2026
3	Opening of Technical Bid	30.01.2026
4	Opening of Financial Bid	30.01.2026

Bidders are required to submit the Technical and Financial bids separately. The bid in sealed cover-I containing "**Technical Bid**" and the bid in sealed cover-II containing "**Financial Bid**" should be placed in a third sealed cover with super-scription i.e. "**TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING PEON AND NIGHT WATCHER-CUM-SWEEPER IN REGISTRATION OFFICES OF KALAHANDI DISTRICT**" which must reach the under signed on or before the 29.01.2026 by 5.30 PM by **Speed Post or Registered Post**.

The Bid documents containing eligibility criteria, scope of work, terms and conditions of the tender and draft agreement can be downloaded from the district website Kalahandi.odisha.gov.in.

The Committee reserves the right to reject any/all the Tenders, without assigning any reasons thereof.

Complete Address for submission of Bid

To

**Office of the District Registrar,
At/Po/PS- Bhawanipatna,
Kalahandi, Pin Code-766001**


Collector,
Kalahandi

Memo No. 74 //Estt., Date 15.01.2026

Copy along with Tender documents are forwarded to the DeGM, Collectorate, Kalahandi for information and necessary action with a request to web host the Tender Call Notice in Kalahandi district website kalahandi.odisha.gov.in expeditiously for wide dissemination & public access.

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**Collector,
Kalahandi**

Memo No. 75 //Estt., Date 15.01.2026

Copy along with Tender documents are forwarded to the CDO-cum-Executive Officer, Zilla Parishad, Kalahandi/ All Sub-Collectors/ All Tahasildars/ BDOs/ CDPOs/ District Level Officers for information with a request a publish the Tender Call Notice in their Office Notice Board at the earliest for wide publicity and accessibility of Tender Call Notice by all outsourcing agencies.

Copy is affixed to Office Notice Board for information of general public.

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**Collector,
Kalahandi**

**BID DOCUMENTS FOR Selection of
Manpower Service Provider for Providing
Peon & Night Watcher-cum-Sweeper in the
Office of the District Registrar, Kalahandi &
its Sub-Ordinate Offices.**

Tender Notice No-1
Date- 15.01.2026

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SECTION- I

INSTRUCTION TO THE BIDDERS.

IMPORTANT INFORMATION FOR BIDDER:

a	Availability of tender document	District website: www.kalahandi.odisha.gov.in from 15.01.2026 to 29.01.2026
b	Date and time for submission of the Tender documents by speed post/Registered post/courier	Up to 5.30 PM. of dated 29.01.2026
c	Cost of Tender Paper/ Processing fee	₹2,000/-
d	Earnest money deposit / BID security	EMD ₹2,00,000/- Refundable (Cost of EMD in shape of DD/TDR/ Bank Guarantee from any Scheduled Bank pledged in favour of District Sub-Registrar, Kalahandi payable at Bhawanipatna Main Branch along with Technical Bid.
e	Date, time and venue of opening of Bids: (i) Technical Bid (ii) Financial Bids of eligible Tenders	Date 30.01.2026 Opening of Financial bid shall be communicated after completion of technical evaluation.

Instruction for Bidders

A. General Information:

- The office of the District Registrar, Kalahandi requires the service of reputed, well established, financially sound and registered Service Providers to provide 19 nos. of Group-D employees (Peons-11, Night Watcher-cum-Sweeper-08) by deploying adequately trained and disciplined manpower at District Registrar Office, Kalahandi and its sub-ordinate offices as per the requirement.

Sealed tenders are invited under two bid system from reputed manpower agencies/service providers to provide the services of 19 nos. of Group-D employees (Peons-11, Night Watcher-cum-Sweeper-08) for a period of One year w.e.f. the date of execution of agreement and likely to be extended to a maximum of three years subject to satisfactory performance, mutual agreement on yearly basis (Other terms & conditions will remain unchanged) through a suitable placement agency on contract basis to work in the O/o the District Registrar, Kalahandi and its sub-ordinate offices. Preference will be given to highly experience "Group-D" manpower service provider for working in Office of the District Registrar, Kalahandi and its subordinate offices. *The Committee reserves the right to reject any/all the Tenders, without assigning any reasons thereof.*

- Bidders are required to submit the technical & financial bids separately. The bids in Sealed Cover-I containing 'Technical Bid' and Sealed Cover-II containing 'Financial Bid' should be placed in a Third Sealed Cover Super-Scribed " **TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING PEON AND NIGHT WATCHER-CUM-SWEEPER IN REGISTRATION OFFICES OF KALAHANDI DISTRICT**" which must reach the undersigned on or before **29.01.2026** by **5.30 PM** by **Speed Post/ Regd. Post only**.
- The procuring entity can also fix the service charge of more than 3.85% with proper justification, whenever required. However, such charge should not exceed 7% in any case. The mathematical calculation will be made as per BODMAS procedure and fraction up to 1 decimal will be taken into consideration.
- The interested bidders may visit District Sub-Registrar Office, Kalahandi on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.
- The approximate cost of the Contract is Rs 4110384/- (Rupees Forty One Lakhs Ten Thousand Three Hundred Eighty Four only).
- The Tender Box will remain present in the office of the District Registrar, Kalahandi.

b. Eligibility Criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The bidder should be registered under appropriate authority, such as Registered under the Companies Act, 2013 (or) Registered under the Indian Partnership Act, 1932 (or) Registered under the Indian Trusts Act, 1882 (or) Registered under the Societies Registration Act, 1860 (or) Registered under the Limited Liability Partnership Act, 2008	Certificate of Incorporation/ Registration Certificate or Commercial Establishment Registration or MSME Registration or NSIC Registration or Udyam Registration.
2	(a) The bidder must have at least five years' experience in business (up to the last date of submission of bid) for providing similar type of services to the State Government. (b) service provided in Registration Offices (DSR/SR Office) or such other Govt. Offices	Copies of the work order from the previous authorities and agreement copy
3	The Registered Office/ Branch Office of the Service Provider must be located within the jurisdiction of Odisha	Valid address proof of the office (Copy of the Telephone or Electricity Bill or Agreement of House or Legal Document in this address)
4	Must have average annual financial turnover of Rs. 1 (One) Crore during the last five financial years as on 31.03.2025	Copies of audited Income/ Expenditure Statement and Balance Sheet for the concerned period or certified copy of C.A.
5	Must have its own bank account in any Nationalised bank situated in Odisha	Copies of the six months transaction amount certified by the Manager of the Bankers.
6	The agency should not have been blacklisted by a Central/ State Government, or any other public sector undertaking or corporation as on the date of this RFP.	Undertaking to this effect to be furnished by the bidder as per the prescribed format. (Form-T2)

7	Must not have any pending judicial proceedings for any criminal offence against the Proprietor/ Director/ Persons to be deployed by the Service Provider.	Undertaking to this effect to be furnished by the bidder as per the prescribed format. (Form-T3)
8	Other Statutory Documents	<p>Copies of:</p> <ul style="list-style-type: none"> (a) PAN (b) TAN (c) GSTIN (d) Valid labour License for the minimum fifty labourers in Odisha. (e) Valid ISO Certificate i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001: 2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018. (f) Copies of EPF & ESI Registration Certificate. (g) Copy of Commercial Establishment Registration Certificate. (h) Copy of Bank Solvency Certificate minimum 50 Lakhs. (i) IT return for the last 5 Assessment years. (j) Valid License under PSARA (Private Security Agencies Regulation Act, 2005) (<i>in case of Security Services</i>)

Bidders should submit the required documents as mentioned above with due page sl. No. and entry in the index. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.

Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorized representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

A. Submission of Bid

The bid complete in all respect as specified in the tender document must accompanied with a bid processing fee amount of **Rs. 2000.00 (Rupees Two Thousand only)** and **"EMD amount of Rs.2,00,000/- (Rupees Two Lakhs only)"** in favour of **"District Sub-Registrar, Kalahandi"**. The bid processing fee is non-refundable. But the EMD amount is refundable in case of unsuccessful bidder. The bid complete in all respect should be submitted through **Speed Post/ Registered Post** so as to reach by **29/01/2026 (up to 5.30 PM)** to the authority.

The authority will not be responsible for any postal delay. Bids without **Bid Processing Fee and Bid EMD** as applicable shall be rejected. Bids submitted after due date and time will be not be taken into consideration.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing:

"TECHNICAL BID - TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING PEON AND NIGHT WATCHER-CUM-SWEEPER IN REGISTRATION OFFICES OF KALAHANDI DISTRICT".

and

"FINANCIAL BID - TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING PEON AND NIGHT WATCHER-CUM-SWEEPER IN REGISTRATION OFFICES OF KALAHANDI DISTRICT".

Both sealed envelopes must be kept in a third sealed envelope super scribing **"TENDER FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING PEON AND NIGHT WATCHER-CUM-SWEEPER IN REGISTRATION OFFICES OF KALAHANDI DISTRICT"**.

B. List of Documents for Submission:

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidder's letter head
(FORM – T1)
 - b) Tender Paper Cost & Bid Processing Fee as applicable
 - c) Bid Security/ EMD amount as applicable
 - d) Copy of Certificate of Incorporation/ Registration of the service provider
 - e) Copy of GSTIN
 - f) Copy of PAN
 - g) Copy of TAN
 - h) Copies of IT Returns for the last five Assessment Years (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)
 - i) Copies of EPF & ESI Registration Number
 - j) Copy of Valid ISO Certificate i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, SA-8000:2014, ISO 27001:2013 & ISO 22000:2018
 - k) Copies of the financial audited statements of accounts, balance sheet, PL Account by Chartered Accountants with UDIN for the last 5 Financial Years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) along with Copy Bank Account details
 - l) Copies of work orders from the previous clients for providing similar type of services during last 5 consecutive Financial Years i.e from 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25.
 - m) Power of Attorney in favour of the person signing the bid on behalf of the bidder.
 - n) Undertaking regarding non-blacklisting (On Stamp paper of **Rs.10.00** in shape of affidavit from the Notary **(FORM T-2)**)
 - o) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) **(FORM T-3)**
 - p) Copy of Commercial Establishment Registration certificate
 - q) Copy of Bank Solvency Certificate (minimum 50 Lakhs)
 - r) Valid License under PSARA (Private Security Agencies Regulation Act,2005) (in case of Security Service)
 - s) Copy of Registered Office/Branch Office of the Service Provider located within the jurisdiction of Odisha.
- Tender documents have to be signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

The Bidders who meet/qualify the requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened during opening of the Financial Bid.

All entries in the bid documents should be legible, in filled clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached. No overwriting or correction is permitted in the Financial Bid form. In

such cases, the tender shall summarily be rejected. However, corrections, if any, in the Technical Bid must be initiated by the person authorized to sign the tender bids.

- The conditional bids shall not be considered and will be outrightly rejected in very first instance.

Any deviation from the prescribed procedures / required information / formats / conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

The technical bid shall be opened on dt. 30/01/2026 at 04.00 PM in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened later after completion of evaluation of technical bid by the tender committee. Opening of Financial bid shall be communicated after completion of technical evaluation.

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 Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of **30 days** from the date of opening of the technical bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained.

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

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the tender document. 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 committee shall be final during the overall selection process. **The bidder having higher average financial turnover from the resources deployment service for the required period will be preferred for award of contract. The bidder having prior work order in Registration Offices (DSR/SR) may be preferred for award of contract.** The bidder providing surety of advance payment for 3 months to selected Group-D employees may be preferred.

The quoted rates shall not be less than the minimum wage fixed / notified by the Finance Department, Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to accept or reject any or all the bids and terminate the bidding process without assigning any reason thereof.

SECTION- II

SCOPE OF THE WORK.

A. Scope of Work -

1. Collector, Kalahandi invites sealed bids from the eligible service providers for providing services of the following outsourced personnel.

Sl. No.	Name of personnel	Number
(i)	Peon	11 (Eleven)
(ii)	Night Watcher-cum-Sweeper	8(Eight)

2. The service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The resources to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the required service as per the job description mentioned at **Section-III: Schedule of Requirement**
3. It shall be the responsibility of the service provider to verify the qualification and experience of the outsourced resources. The deployed resources will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced resources. If during the course of engagement of any outsourced resources, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification/ experience, the service provider will have to terminate the service of such staff immediately.
4. The service provider should have an empaneled resource list of trained/experienced personnel as per the requirement of District Registrar, Kalahandi so that un-interrupted and continued services can be provided during the contract period. The service provider should be able to provide additional resource support whenever required by the authority under the same terms and condition.
5. 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 Service Provider and District Registrar, Kalahandi.
6. The resources (Peon) deployed by the service provider shall be required to report for work at 9.00 AM and leave office at 6:00 PM (with 1:30 PM to 2:30 PM for Lunch Break) and may also be required to work beyond 6.00 PM for which he would not be paid any extra remuneration. In case, any deployed resource 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.
7. The resources (NWS) deployed by the service provider shall be required to report for work at 5.30 PM and leave office at 9:00 AM and may also be required to work beyond for which he would not be paid any extra remuneration. In case, any

deployed resource 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 resources deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
9. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the client so that optimal services of the resources deployed could be availed without any disruption.
10. The attendance rolls for the resources deployed by the service provider at the premises of client shall be provided and shall be monitored by the service provider on regular basis. These attendance rolls shall be signed by the authorized representative of service provider who shall get it verified from the designated officer of client.
11. The entire financial liability in respect of resources deployed in the client's location shall be that of the service provider and the client will in no way be liable for the same. It will be the responsibility of the service provider to pay to the resources deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
12. The service provider shall provide a substitute well in advance if there occurs any probability of the resources 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 service provider.
13. The resources 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 service provider as well as the resource deployed liable for penal action under the applicable laws besides, action for breach of contract.
14. The service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the resources deployed at the client's location. The service provider should ensure regular payment of monthly remuneration to the resources engaged by the due date as per the Finance Department Notification in vogue after deduction of applicable statutory dues. The service provider should credit the monthly remuneration in their respective Bank Account.
15. The engagement of outsourced resources shall be purely on contract basis. The service provider shall at all times make it absolutely clear to the outsourced resources hired through them. Any outsourced resource deployed can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.

SECTION- III

SCHEDULE OF REQUIREMENT

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL
AGENCY BEFORE DEPLOYMENT OF PEON AND NIGHT
WATCHER-CUM-SWEEPER.**

- a. Bio-data containing date of birth, passport size photograph, marital status, correspondence and permanent address, educational qualification.
- b. Any other document considered relevant.

TECHNICAL REQUIREMENT FOR RESOURCES TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN THE OFFICE

OF DISTRICT REGISTRAR, KALAHANDI AND ITS SUB-ORDINATE OFFICES

The tentative requirement along with other details of the required resources to be deployed by the selected service provider at District Registrar Office & its Sub-Ordinate offices for the proposed services is given here as under:

Sl. No.	Description of Resources for providing required Services	Age Limit	Qualification	Experience	Proposed Basic Remuneration	Job Description
1	Peon	18 - 40 Years	Must be 10th Pass	Minimum 1-2 years of experience in attending officers	₹ 12,600/- per month	<ul style="list-style-type: none">• Should be physically fit• Able to operate FAX / XEROX Machine• Any other reasonable work assigned by officials of Registration Office
2	Night Watcher-cum-Sweeper (NWS)	18 - 45 Years	Must be 10th Pass	Minimum 1-2 years of experience in cleaning and sweeping at Govt. office	₹ 12,600/- per month	<ul style="list-style-type: none">• Should be physically fit and able to do day-to-day Cleaning and Sweeping activities of the office• Any other reasonable work assigned by officials of Registration Office

GENERAL TERMS AND CONDITIONS

1. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Rules & Acts in respect of outsource resources. The resources deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Client under this agreement. The service provider shall make them known about their position in writing before deployment under this agreement.
2. The service provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Resources to be deployed by the service provider for providing services of 11 Nos. of Peon (Group-D) & 8 Nos. of Night Watcher-cum-Sweeper (Group-D) as per the age criteria, qualification & experience as prescribed in the schedule of requirement in section-3 of the tender document. All the resources to be deployed by the service provider should be physically sound to perform the duties.
3. The Agreement shall commence for a period of one year from the date of engagement of the resources as required in the bid, 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 of District Registrar, Kalahandi.
4. The service provider will be overall responsible for the resources deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any resources deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
5. The service provider shall exercise adequate supervision to ensure performance of resources deployed to provide the services in accordance with the requirements. The service provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
6. The service provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF & ESI, Bonus, and Gratuity etc. relating to the resources to be deployed by it at the Client's location.
7. Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of resources deployed for the purpose.

8. The service provider shall maintain personal file in respect of all the resources who are deployed in Registration offices of Kalahandi District. The personal file shall invariably consist of personal details such as name, date of birth, sex, residential address (Temporary/ Permanent), etc.
9. The resources deployed by the service provider should not have any adverse police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the service provider prior to signing of the agreement.
10. The service provider will also ensure that the resources deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such resource that are not found suitable by this office for any reasons immediately on receipt of such a request.
11. The service provider shall ensure that the resources deployed are disciplined and do not participate in any activity detrimental to the interest of the Authority.
12. The service provider shall provide uniform along with Photo ID Card to the resources deployed at the location at its own cost.
13. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any resources while performing/discharging their duties/ for inspection or otherwise.
14. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
15. In case of any loss caused to the Authority due to lapse on the part of the resources discharging duties, the same shall be borne by the service provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the resources deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever observing due procedure.
16. In the event of any resources being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.

17. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
18. There would be no increase in rates of service charge payable to the service provider during the contract period. The service provider will be responsible for deposit of GST as applicable from time to time and submit the proof of deposit to authority for records.
19. The service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
20. The service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the resources deployed and submit the same to the Collector, Kalahandi within the due time as prescribed in Government of Odisha, GA & PG Deptt. Resolution No. 7982/GAD, dated: 07.03.2024 for reliefs of payment.
21. The service provider will have to deposit the remuneration of the deployed resource for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
22. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of the District Registrar, Kalahandi.
23. In the event of failure of service provider to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with **30 days** prior notice to the service provider.
24. The service provider should ensure that resources to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
25. The District Registrar, Kalahandi 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.
26. 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.
27. All disputes arising out of the contract shall be under the jurisdiction of the court at **Bhawanipatna, Kalahandi**.

28. The agreement can be terminated by either party after giving 30 days' notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
29. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of resources deployed and non-payment of statutory dues. The Client will have no liability towards non-payment of remuneration to the resources deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.
30. The service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ information, leads to termination of agreement.
31. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. **In case of successful tender if the agency fails to deploy the required manpower against the initial requirement within 7 days from date of placing of order, the EMD shall stand forfeited without giving any further notice.**
32. The successful Tenderer will have to deposit a Performance security deposit of an amount equivalent to 5% of the annual contract value only in form of Bank draft in favour of District Sub-Registrar, Kalahandi Payable at Bhawanipatna, on award of the contract.
33. In case of breach of any terms and conditions attached to the agreement, the Performance Security Deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
34. The personnel deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
35. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. In case the Grievance of the deployed personnel are not attended to by the manpower service provider the deployed personnel can place their grievance as per the procedure before the forum as prescribed in Government of Odisha, GA & PG Deptt. Resolution No. 7982/GAD, Dated: 07.03.2024.

36. The manpower cost shall be paid monthly basis on actual days of working as per the work certificate furnished by District Registrar, Kalahandi and its subordinate offices. No overtime charges will be entertained. The monthly acquittance roll along with the bank account transfer copy in respect of payment to the Peon & NWS in Registration offices & monthly ECR challans (EPF & ESI) copies are to be submitted on regular basis during submission of monthly bills.
37. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to Peon & NWS in Registration offices. The District Registrar, Kalahandi shall have no liabilities in this regard.
38. The manpower service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the District Registrar, Kalahandi to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the District Registrar, Kalahandi.
39. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the District Registrar, Kalahandi or any other authority under law.
40. The tax deduction at source (T.D.S) shall be done as per the relevant provisions of the Income Tax Act 8: GST Act, as amended from the time to time and certificate to this effect shall be provided by the Collector, Kalahandi.

*Note: Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider.
41. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the District Registrar, Kalahandi is put to any loss/obligation, monetary or otherwise, the authority will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
42. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The District Registrar, Kalahandi will have no liability towards non-payment of remuneration to the person 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 Registration Offices concerned by the person deployed, the same

will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

43. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, drawn in any Nationalized Bank/Scheduled Bank in favour of the District Sub-Registrar, Kalahandi, Payable at Bhawanipatna **failing which the tender shall be rejected out rightly.**
44. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage)/ Financial bid (second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 7 days from date of placing of order, the EMD shall stand forfeited without giving any further notice.**
45. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
46. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel pertaining to the previous billing month, attendance sheet along with the bill (in triplicate) for release of payment from Collector, Kalahandi.
47. The total rates quoted by the- agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
48. **Service charge percentage and amount to be quoted at Sl. Nos. 6 & 7 should not be less than 3.85% of the amount quoted under column No.3 (monthly basic remuneration) in accordance with Rule 264 of the Govt. of Odisha OGFR- 2023.**
49. IT (TDS) & GST (TDS) as per Income Tax Act & GST Act, will be deducted from the gross bill amount.
50. EPF, ESI, GST is to be calculated as per existing rules. The District Registrar, Kalahandi is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, GST rate while determining the lowest - 01 (L1) bidder. In this regard the decision of the District Registrar is final and binding to all the bidder.

51. *In case of tie in financial quote among the multiple qualified bidders, the bidder having highest average financial turnover from the required resources deployment services for the concerned period i.e FY 2020-21, 2021-22, 2022-23, 2023-2024 & 2024-25 among all the technically qualified bids, will be considered for award of contract.*
52. The employer contribution under EPF (Employer share) will be paid on maximum wage ceiling of Rs.15,000/- per month as per EPF guidelines in vogue.
53. Similarly, the employer contribution under ESI (Employer share) will be paid on ceiling prescribed as per the rules under ESI Act, in vogue.
54. The successful bidder cannot re-engage any personnel who has been disengaged by this office earlier on administrative ground.
55. The successful bidder will enter into an agreement with District Registrar, Kalahandi for supply of suitable manpower as per requirement of District Registrar, Kalahandi on the above terms and condition.

SECTION- V
TECHNICAL BID

FORM T-1

COVERING LETTER

[ON BIDDER'S LETTER HEAD]

[Location and Date]

To

The District Registrar
At/Po/PS- Bhawanipatna,
Dist- Kalahandi, 766001

**Sub: SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING PEON & NIGHT
WATCHER-CUM-SWEEPER PERSONNEL IN REGISTRATION OFFICES OF KALAHANDI.**

Sir,

I, the undersigned, offer to participate in the tender for providing the services as stated as above in District Registrar, Kalahandi in accordance with your Tender Notice No _____ Dated. _____. We are hereby submitting our bid, which includes 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 and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **30 days** and I confirm that this proposal will be remain binding upon us and may be accepted by you any time before the validity of the bid.

I, hereby unconditionally undertake to accept that all the terms and conditions as stipulated in the tender 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.

I, remain.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:

Address of the Bidder:

GENERAL DETAILS OF THE BIDDER

1.	Name of the Bidder	
2.	Name of the Proprietor/ Partner/ Director:	
3.	Bid Tender Paper Cost & Processing Fee Details :	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4.	Bid EMD	
5.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
6.	Name & telephone no. of the authorized person signing the Bid	E-Mail Address:
		Name:
		Mobile No.:
7.	Bank Name of the Service Provider	Bank Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN No. (Attach self-attested	
10.	E.P.F. Registration No. (Attach self-attested copy)	
11.	E.S.I. Registration No. (Attach self-attested copy)	
12.	Accept to all the terms and conditions of the tender (Yes/No)	

DECLARATION

I, Shri _____ Son / Daughter / Wife
of Shri. _____, Proprietor/ Director/
authorized signatory of _____ (Name of the
Service Provider), competent to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the Authorised Representative with Seal

Name:

Date:

Place:

Enclosures:

1. Bid Processing Fee in the form of DD in Original
2. Bid Security / EMD amount in the form of DD in Original
3. Copy of terms & conditions of the tender (each page must be signed and sealed with due page sl. No.)
4. Duly filled in Technical and Financial Bid
5. Lists of required documents as applicable

FORM-T2

UNDERTAKING

**[On the Stamp Paper of Rs. 10.00 in shape of affidavit from the Notary
regarding non-blacklisting]**

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

UNDERTAKING

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

I, hereby undertake that there is no criminal case pending in any Court of Law against our organization or against the Proprietor/Partner/Director/Personnel to be deployed by our organization.

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

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

TECHNICAL BID EVALUATION

1. Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the *lowest and competitive evaluated bid price* subject to fulfilment of the terms and conditions of the tender. 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 committee shall be final during the overall selection process. **In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required resources deployment services for the concerned periods among all technically qualified bids, will be considered for award of contract.** It is noted that only one bidder has qualified in the Technical Bid. As per Rule 204 (xxii) of the Odisha General Financial Rules, 2023, acceptance of a single bid is permissible only after ensuring that the procurement process was adequately advertised, the eligibility conditions were not restrictive, and the quoted prices are reasonable in comparison to market values, with approval of the next higher authority and recording of the prescribed certificate. Further, as per Rule 252 of OGFR, 2023, in case the financial quote of the single technically qualified bidder is found to be unreasonable or excessive, financial negotiation shall be conducted to ensure reasonableness of rates, failing which the tender process may be cancelled and re-invited.

SECTION - VI

FINANCIAL BID

FORM F-1

COVERING LETTER

[ON BIDDER'S LETTER HEAD]

[Location and Date]

To

The District Registrar
At/Po/PS- Bhawanipatna,
Dist- Kalahandi, 766001

Sub: SELECTION OF MANPOWER SERVICE PROVIDER FOR PROVIDING PEON & NIGHT WATCHER-CUM-SWEEPER PERSONNEL IN REGISTRATION OFFICES OF KALAHANDI

Sir,

I, the undersigned, offer to participate in the tender for providing the services as stated as above in District Registrar in accordance with your Tender Notice No. _____ Dated _____ Our attached financial price is **[Insert amount in figure as well as in word]** for the proposed service. This amount is inclusive of GST as applicable I do hereby, undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modification resulting from contract negotiations, up to expiration of the validity period of the proposal of 30 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory

**Name and Designation of the Signatory with Date and Seal:
Address of the Bidder:**

FINANCIAL BID

(FORM - F2)

(ADMINISTRATIVE CHARGE)

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

Sl No.	Manpower Type	Monthly Rate per Employee (in INR / ₹)						
		Monthly Consolidated Remuneration	Employer share of EPF @13%	Employer share of ESI @3.25%	Percentage (%) of Service Charge for providing the resources	Amount of Service Charge for providing the resources	GST	Total per person
1	2	3	4	5	6	7	8	9
1	Peon	Rs.12,600/-						
2	Night Watcher-cum-Sweeper	Rs.12,600/-						
Grand Total								

* The monthly consolidated remuneration of the services of personnel under the bid should not be less than the above prescribed remuneration per month.

Date:

Signature of Authorized Person

Place:

Name:

Seal :

Terms and conditions of financial bid :

1. The total rates quoted by the agency should be inclusive of all statutory / tax liabilities in vogue.
2. The price comparison of the financial bids will be made by taking into consideration the sum total of the monthly consolidated remunerations of personnel quoted under column sl. No. 9.
3. The Employer contribution under EPF (Employer share) at column no.4 are to be quoted as per EPF guidelines in vogue.
4. Similarly, the Employer contribution under ESI (Employer share) at column no.5 is to be quoted as per the rules under ESI Act, in vogue.
5. **Service charge percentage and amount to be quoted at sl.Nos. 6 & 7 should not be less than 3.85% of the amount quoted under column No.3 (monthly basic remuneration) in accordance with Rule 264 of the Govt. of Odisha OGFR- 2023 .**
6. GST is to be calculated as per existing rate. District Registrar, Kalahandi reserves the right to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI & GST rate while determining the lowest – 01 (L1) bidder during evaluation. In this regard, the decision of the District Registrar, Kalahandi is final and binding upon all the bidders.
7. Bidder with lowest evaluated competitive total quoted price (inclusive of GST) under column sl. No. 9 for the required services will be awarded contract.
8. In case, any tie or equal amount of price quotation occurs among more than one number of L1 bidders, then selection of L1 bidder will be decided for award of the contract by taking into consideration the highest average turnover from the required resources deployment services of the technically qualified bidders during previous five consecutive Financial Years i.e.2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.
9. The employee share of contribution towards EPF and ESI shall be deducted by the service provider from the take home remuneration of the resources deployed. Copies of EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.
10. Partly filled financial bid will be outrightly rejected.

Signature of the Authorised Representative

Name:

Seal and

Date:

Place:

SECTION - VII
BID SUBMISSION CHECKLIST

BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page Sl. No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder		
2	Tender Paper Cost & Bid Processing Fee as applicable		
3	Bid Security /EMD amount		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN/TAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 5 assessment years i.e 2021-22, 2022-23, 2023-2024, 2024-25		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of Valid ISO Certificate i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, SA-8000:2014, ISO 27001:2013 and ISO 22000:2018		
10	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet (UDIN certified) for the last 5 financial years 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 along with Bank Pass Book		
11	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
12	List of completed / on-going services in other Registration Offices (DSR/SR) along with the copies of work orders		
13	List of completed / on-going services in other Govt Establishment along with the copies of work orders		
14	Undertaking for not having any police case pending against the bidder (FORM – T3)		
15	Undertaking for not have been black-listed by any Central / State Government/ Any Autonomous bodies during the recent past. (FORM – T2)		
16	Copy of Commercial Establishment Registration Certificate		
17	Copy of Bank Solvency Certificate (minimum 50Lakhs)		
18	Valid License under PSARA (Private Security Agencies Regulation Act, 2005) (in case of Security Service)		
19	Whether Registered Office/ Branch Office of the Service Provider located within the jurisdiction of Odisha or not		
20	Whether Undertaking regarding advance payment to selected Group-D employees		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and Initials]: _____
Name and Designation with Date and Seal: _____

SECTION - VIII

SERVICE AGREEMENT AND PBG FORMAT

SERVICE AGREEMENT

(To be made on Rs 100.00 Non Judicial Stamp Paper)

MEMORANDUM OF AGREEMENT made on this day of
..... Two Thousand Twenty -Six.

BETWEEN

The District Registrar, Kalahandi (hereinafter referred to as the Authority) having its Office at Bhawanipatna, Po/PS- Bhawanipatna, Dist- Kalahandi, 766001 on the one part (**1st Party**)

AND

M/s.....represented through
....., having its Office at
..... hereinafter referred to as
"Manpower Service Provider" which term or expression, unless excluded
by or repugnant to the contract or meaning thereof, include its successors,
executors, administrators, representative and assign on the other Part.
(**2nd Party**)

Whereas, the "Authority" desired that the services of Peon & Night
Watcher-cum-Sweeper is required by A.D.M-cum-District Registrar,
Kalahandi. And whereas the "Manpower Service Provider" has offered
its willingness to the same in conformity with the provision 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 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 Peon & Night Watcher-cum-Sweeper personnel in conformity with the provisions of the terms & 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 & conditions.

4. That in the event of any dispute that arises, shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid for a period of **one year** from to

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 Signature of the authorized officer to sign on behalf of manpower agency acting on behalf of ORERA, Bhubaneswar.

Witness

1.Name:.....

Address:.....

2.Name:.....

Address:.....

Signature of the
authorized Officers acting on
behalf of Man Power Agency.

Witness

1.Name:.....

Address:.....

2.Name:.....

Address:.....

Signature of the
District Registrar,
Kalahandi.

ANNEXURE TO THE AGREEMENT

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence for a period of one year from the date of engagement of Peon & Night Watcher-cum-Sweeper in Registration offices of Kalahandi District 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 of District Registrar, Kalahandi.
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 authority.
3. The Agreement may be extended, on the same terms and condition 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 state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
6. The authority reserves the right to terminate the agreement during initial period also after giving **one month** notice to the manpower service provider.
7. The resources (Peon) deployed by the service provider shall be required to report for work at 9.00 AM and leave office at 6:00 PM (with 1:30 PM to 2:30 PM for Lunch Break) and may also be required to work beyond 6.00 PM for which he would not be paid any extra remuneration. In case, any deployed resource 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 resources (NWS) deployed by the service provider shall be required to report for work at 5.30 PM and leave office at 9:00 AM and may also be required to work beyond for which he would not be paid any extra remuneration. In case, any deployed resource 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 manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of Office of the District Registrar, Kalahandi so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deployed in the Registration Offices shall be that of the manpower service provider and the District Registrar 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 evidences as may be required by the District Registrar.
11. The manpower cost shall be paid on monthly basis as per actual days of working and in accordance with the work/performance certificate furnished by the concerned officer in-charge of Registration Office. No overtime charges will be entertained by the Authority. The monthly acquittance roll along-with the bank account statement reflecting payment to the outsourced Peon & Night Watcher-cum-Sweeper in Registration Offices & monthly ECR copies (EPF & ESI) are to be submitted.
12. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim/benefits whatsoever entitled to a regular employee against the Registration Offices.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The District Registrar shall in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before the forum as prescribed on Govt. of Odisha, GA & PG Deptt. Resolution No. 7982/GAD dated 07.03.2024.
14. The District Registrar 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 person deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

17. The persons deployed shall not claim any benefit or compensation or regularization of deployment with the Registration Offices 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.
18. In the event of any resources being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
19. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
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 contributions towards Provident Fund and Employees' State Insurance, whatever applicable.
21. The persons deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while undertaking the assigned work. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.
23. The manpower service provider shall be responsible for compliance of all statutory provisions relating to monthly basic remuneration to the resources deployed in Registration Offices. The District Registrar shall have no liabilities in this regard.
24. The manpower service provider shall also be liable for depositing all taxes i.e. IT & GST along with EPF & ESI contributions etc. to the concerned statutory authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the Collector, Kalahandi during raising of bills.
25. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the District Registrar, Kalahandi or any other authority under law.
26. The tax deduction at source (T.D.S) shall be done as per the provisions of the Income Tax Act & GST Act, as amended from the time to time and certificate to this effect shall be provided by the Collector, Kalahandi.
27. In case, the manpower service provider fails to comply with any liability under appropriate law and as result thereof or the District Registrar, Kalahandi is put to any loss/obligation,

monetary or otherwise, the Office of the District Registrar, Kalahandi will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The District Registrar will have no liability towards non-payment of remuneration to the person 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 Registration Office by the person deployed, the same will be recovered from the unpaid bills
29. In case of breach of any terms and conditions attached to the agreement, the EMD of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
30. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (in triplicate). There after it shall be reimbursed by Collector, Kalahandi after verification.
31. The claim in bills regarding employees' state insurance, provident fund, GST-etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the 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 Collector, Kalahandi.
32. 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 Peon & Night Watcher-cum-Sweeper after furnishing of a certificate by Registration Offices to this effect.
33. The service provider shall ensure that the resources deployed are disciplined and do not participate in any activity detrimental to the interest of the Authority.
34. The service provider shall provide uniform along with Photo ID Card to the resources deployed at the location at its own cost.
35. The agreement can be terminated by either party after giving 30 days' notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
36. The rate of EPF employees share & ESI employees share under Col. 4 & 5 of the financial bids should be quoted as per actual amount to be deposited by the 2nd party through e-challan in accordance with EPF & ESI norms.

37. 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.
38. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish the bill along with photocopies of the proof of statutory deposits of the previous billing month for release of payment from Collector, Kalahandi in accordance with the Govt. of Odisha, GA & PG Deptt. Resolution No. 7982 /GAD dated 07.03.2024.
39. The manpower service provider cannot re-engage any personnel who has been disengaged by this office earlier on administrative ground.
40. The service provider will have to deposit the remuneration of the deployed resource for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
41. 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 decision and the same shall be binding on all parties.
42. All disputes shall be under the jurisdiction of the court at Bhawanipatna.

SECTION-IX
PERFORMANCE BANK GUARANTEE FORMAT

To

**NAME & ADDRESS OF THE
TENDER INVITING AUTHORITY**

WHEREAS_ (Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Agreement No. _____ dated _____ to undertake the Service _____ (Description of 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 a way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the _____ day of _____ year. Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the 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 dt _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorised officer of the bank)

Name and designation of the officer

Seal, name and address of the Bank & Branch