

**OFFICE OF THE PRINCIPAL B.P. GOVT. ITI, KRUSHNAPRASAD,
DIST.-PURI, ODISHA-752032**



Email.: principalitikrusnaprasad@gmail.com



Tender Call Notice No. 1774 / Dt. 12.12.2025

Sealed Tenders are invited from reputed Manpower Agencies/Service Providers having related experience for providing Manpower service on outsourcing basis under minimum remuneration as prescribed by Finance Deptt. Govt. of Odisha letter No. 30722 dated 06.11.2021 & GA & PG Deptt. Govt. of Odisha Resolution No.7982 dated 07.03.2024 for the day-to-day official work of B P Govt. ITI, Krushnaprasad, Puri.

The tender document is to be submitted along with a **Demand Draft of Rs. 1500/-** (Rupees One thousand five hundred) only as **tender document fees**, which is non-refundable drawn on any Nationalized Bank in favour of Principal, B P Govt. ITI, Krushnaprasad, Puri. Further the tender document should be accompanied by a refundable **Earnest Money Deposit (EMD)** of **Rs.15,000/-** (Rupees Fifteen Thousand only) in the shape of demand draft drawn in favour of Principal, B P Govt. ITI, Krushnaprasad, Puri on any Nationalized Bank payable at Puri.

The tender document can be downloaded from the official website www.itikrushnaprasad.co.in. The sealed envelope containing the tender document should be superscribed as **Tender Documents for providing Manpower Service** and submitted within the scheduled date & time along with related documents and demand draft towards tender document fees & EMD.

The last date of receipt of tender document is **26.12.2025** by **4.00 PM** at Principal, B P Govt. ITI, Krushnaprasad, Puri, At- Gopalpur, PO- Siandi, PS- Krushnaprasad, Dist-Puri, Pin-752032 by regd. Post/speed post only. The office shall not be held responsible for any postal delay. No tender shall be received in person or by hand.

The undersigned reserves the right to accept or reject or cancel any or all bids without assigning any reason thereof.

-sd
Principal
B P Govt. ITI, Krushnaprasad, Puri

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. B P Govt. ITI, Krushnaprasad, Puri requires the services of reputed, well established and financially sound Manpower service providers to provide manpower services on outsourcing basis for day-to-day work of the institution.
2. The contract for providing the aforesaid manpower is for one year. The period of the contract may further be extended beyond one year subject to requirement of B P Govt. ITI, Krushnaprasad, Puri & satisfactory performance of the agency. The contract may be curtailed/ terminated before end of contract period owing to deficiency in service or substandard quality of Manpower deployed by the selected service provider because of change in B P Govt. ITI, Krushnaprasad, Puri requirements. The B P Govt. ITI, Krushnaprasad, Puri however, reserves the right to terminate this initial contract at any time after giving one month notice to the selected service provider.
3. The B P Govt. ITI, Krushnaprasad, Puri has tentative requirement **03 nos. of male watchmen, 01 no. male sweeper, 01 no. lady matron cum cook and 01 no. Lady sweeper cum watchman**. The requirement may increase /decrease at any time.
4. The interested Manpower service providers may submit the tender document filled in all respect along with **Earnest Money Deposit (EMD) of Rs 15,000/-** (Rupees Fifteen thousand only) and other requisite documents on or before **26.12.2025** at B P Govt. ITI, Krushnaprasad, Puri, At- Gopalpur, PO- Siandi, PS- Krushnaprasad, Puri-752032 by Regd. post/speed post only.

The bidders should download the tender document from website www.itikrushnaprasad.co.in . and enclose a demand draft of Rs. 1500/- (Rupees One thousand Five hundred) only, which is non- refundable drawn in favour of **Principal, B P Govt. ITI, Krushnaprasad, Puri payable at Puri as tender document fees**. The Tenderer claiming exemption/concession for EMD/ Tender document fees has to submit copy of relevant document for availing such benefit.

The various dates relating to the Tender process for providing Manpower Services to the "B P Govt. ITI, Krushnaprasad, Puri" are cited as follows.

- (a) **Date for downloading of Tender documents** : From **15.12.2025** onwards.
- (b) **Last Date & Time for receipt** of Tender documents: **26.12.2025 by 4.00Pm**
(By Regd. Post/Speed post.)
- (c) Date and time for opening of:
 - (i) Technical Bids : **30.12.2025 at 11.00AM**
 - (ii) Financial Bids of eligible Bidder : **30.12.2025 at 12.00PM**

5. The Tender envelopes containing the Tender document should be superscribed as "**Tender Documents for providing Manpower Services**" to B P Govt. ITI, Krushnaprasad, Puri and it must be sealed.

6. The **Earnest Money Deposit (EMD) Rs. 15,000/-** (Rupees Fifteen thousand) only, refundable (without interest) should be necessarily accompanied with the Technical Bid of the service provider in the form of demand draft drawn in favour of Principal, B P Govt. ITI, Krushnaprasad, Puri failing which the tender shall be rejected.
7. The successful tenderer will have to deposit a **performance security of Rs 70,000/-** (Rupees Seventy thousand) only in the form of Bank Guarantee from any Nationalized bank in favour of the Principal, B P Govt. ITI, Krushnaprasad, Puri covering the period of contract. In case the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenderer.
8. **Conditional bids shall not be considered and will be outrightly rejected.**
9. All entries in the tender form should be legible and filled clearly. If the space for information is insufficient, a separate sheet duly signed by the authorized signatory may be attached no overwriting or cutting is permitted in the financial bid form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the technical bids must be initialed by the person authorized to sign the tender bids.
10. The Technical bids shall be opened on the scheduled date and time, in the Office of the Principal, B P Govt. ITI, Krushnaprasad, Puri in presence of the authorized representatives of the manpower service providers, if any, who wish to be present on the spot at that time.
11. The Principal, B P Govt. ITI, Krushnaprasad, Puri reserves the right to accept/reject or cancel any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The Tendering Manpower Service provider should fulfill the following technical specification.
 - a) The registered office of the manpower service provider should be located within Odisha.
 - b) The service provider for manpower should have experience in providing manpower services to Government ITIs/Polytechnics / Central/State Government offices / PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed.
 - c) The Manpower service provider should have own bank Account.
 - d) The Manpower service provider should be registered with service tax departments and should have valid Goods and Service tax registration Number.
 - e) The Manpower service provider should be registered with appropriate authorities under Employees provident fund (EPF) and employees state insurance (ESI) acts.

- f) The Manpower Service provider should be registered with labour department, i.e. license under Contract labour (regulations and abolition) act 1970.
- g) The service provider should be a financially sound party and his annual turnover should not be less than Rs 50,00,000/- (Rupees Fifty Lakhs) only. Copy of audited financial statement for the financial year 2022-23,2023-24,2024-25 should be attached.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESSFUL MANPOWER SERVICE PROVIDER IN B P GOVT. ITI,
KRUSHNAPRASAD, PURI ON OUTSOURCING BASIS**

1. She/ he should be of above **18 years** of age and not exceeding **40 years**.
2. The Minimum Educational Qualification for watchmen/Sweeper will be **8th Pass**, & Lady Matron cum Cook will be **graduate**.

TECHNICAL BID

1. Name of Tendering Manpower Service Provider _____
2. (a) Details of Earnest Money Deposit: DD No. _____ Date _____
Rs. _____ drawn on Bank.
(b) Details of cost of Tender paper D.D No _____ dt. _____ drawn on Bank Amount.
3. Name of proprietor/partner/director _____
4. Address of Registered Office _____
E-Mail _____ Address _____ Telephone No. _____
Fax No. _____ Mobile No. _____
5. Full address of operating/ Branch Office: _____
E-Mail Address _____ Address. _____
Telephone No. _____ Fax No. _____
6. Name & Contact no. of Authorized officer/ person to liaison with filed Office (s) _____
7. Banker of the Manpower Service Provider _____
8. Telephone Number of Banker: _____
9. PAN/GIR No.: _____
10. Service Tax Registration No.: _____
11. E.P.F Registration No.: _____
12. E.S.I, Registration No.: _____
13. Financial turnover of the tendering Service Provider

Financial year	Amounts (Rs. Lakh)	Remarks, if any
2022-23		
2023-24		
2024-25		

(If the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any
15. Give details of the major similar contract handled by the tendering Manpower Service Provider during the last two years in the following format.
(If the space provided is insufficient a separate sheet may be attached)

Sl. No.	Name of client, Address, telephone No	Type of Manpower Provided	Nos.	Amount of contract Rs. Lakhs	Duration of contract	
					From	To

16. The annual return/e-return/challan filed in ESI & EPF for last year up to March-2025
(attach attested copies).
17. Additional information if any
(Attach separate sheet, if required) Date: _____ Signature of authorized person.
Place: - _____ Full Name: _____
Seal _____

DECLARATION

I _____ son/Daughter/ Wife of
Shri _____ proprietor/Director/ authorized
signatory of the service provider, mentioned above, am competent to sign this declaration
and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
2. The information/documents furnished along with the above bid document are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing any false information/ fabricated document would lead to rejection of my/ our tender at any stage besides liabilities towards prosecution under appropriate law.
3. I / we have not been black listed by State Government/ Central Government / PSU Departments.

Date: _____ Signature of authorized person.

Place: _____ Full Name:

Seal

Seal & Signature of Bidder.

FINANCIAL BID

For Providing Manpower to the B P Govt. ITI, Krushnaprasad, Puri.

01. Name of tendering Manpower service provider:

02. The Bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.

SI No	Monthly rate per person							
	Manpower Type	Rate of Payment (Rs)	Employer EPF share As applicable	Employer ESI share As applicable	Other statutory dues if any (Rs)	Service Charges (Rs)	GST (Rs)	Total Per Per- sons (Rs)
1	Watchmen/ Sweeper/ Lady Sweeper cum watchman							
2	Lady Matron cum Cook							

Date :

Signature of authorized person.

Place:

Full Name:

Seal

Seal & Signature of Bidder.

TERMS AND CONDITIONS

GENERAL

1. The contract shall likely to commence from the date of placing of order 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 contract shall automatically expire on completion of one year unless or otherwise extended further on mutual consent of the service provider and the Principal, B P Govt. ITI, Krushnaprasad, Puri.
3. The contract may be extended on the same terms and conditions or with some addition's deletions/modifications, for a further specific period mutually agreed upon by the manpower provider and the Principal, B P Govt. ITI, Krushnaprasad, Puri.
4. The service provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this to any other agency or organization.
5. The B P Govt. ITI, Krushnaprasad, Puri at present, has tentative requirement of **03 nos of watchmen, 01 nos of Lady Sweeper cum watchman,01 No. Of Sweeper & 01 Lady matron cum cook**. The requirement of manpower may further increase or decrease, during the period of initial contract also and the tendered would have to provide additional manpower services, if required on the same terms and conditions.
6. The service provider will be bound by the details furnished by it to the B P Govt. ITI, Krushnaprasad, Puri while submitting the tender or at any subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be seemed to be a breach of terms of contract making it liable for legal action besides termination of the contract.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the service provider.
8. The service provider shall nominate a coordinator who shall be responsible for immediate interaction with the B P Govt. ITI, Krushnaprasad, Puri so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in B P Govt. ITI, Krushnaprasad, Puri shall be that of the manpower provider and the B P Govt. ITI, Krushnaprasad, Puri will in no way be liable. It will be the responsibility of the service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and show such evidence as may be required by the B P Govt. ITI, Krushnaprasad, Puri .
10. For all intents and purposes, the service provider shall be "Employer" within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by the service provider shall not have any claim whatsoever like employer

and employee relationship against the B P Govt. ITI, Krushnaprasad, Puri. There shall not be employer-employee relationship between B P Govt. ITI, Krushnaprasad, Puri and the persons deployed on outsourcing basis.

11. The manpower service provider shall be solely responsible for the redressed of grievances of resolution of disputes relating to persons deployed. The B P Govt. ITI, Krushnaprasad, Puri shall, in no way, be responsible for settlement of such issues whatsoever. in case the grievances of the deployed persons are not attended to by the provider, the deployed persons can place their grievance before a joint committee consisting of a representative of the B P Govt. ITI, Krushnaprasad, Puri and an authorized representative of the service provider.
12. The B P Govt. ITI, Krushnaprasad, Puri shall not be responsible for any financial loss or any injury/death of any person deployed by the service provider in the course of performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the contract or after expiry of the contract.
14. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization or deployment with this office under the provision or rules and acts. Undertaking in the form of an affidavit, from the person deployed to this effect shall be required to be submitted by the service provider.
16. The service provider must be registered with the concerned Govt. Authorities. labor commissioner, provident fund authorities, employees state insurance corporation etc. and a copy of registration should be submitted. The service provider shall complete with all the legal requirements for obtaining license under contract labor (Regulations and Abolition) Act,1970 if any, at his own part and cost.
17. The service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The service provider shall be responsible for contribution towards provident fund and employees state insurance, wherever applicable and the proof of such deposit shall be submitted as and when required by the B P Govt. ITI, Krushnaprasad, Puri.
18. The persons deployed by the service provider should have good police records and no criminal case should be pending against them.
19. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of B P Govt. ITI, Krushnaprasad, Puri. The service provider shall be responsible for any act of indiscipline by the persons deployed.
20. The service provider shall provide manpower in 1: 2 ratios against the requirement for which due selection procedure shall be made by the office before engagement of the Manpower.

LEGAL

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take Oath of confidentiality and breach of this condition shall make the service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service provider shall be responsible for compliance of all statutory provisions relating to monthly consolidated remuneration for outsourcing personnel as per **Finance Deptt. Govt. of Odisha letter No. 30722 dated 06.11.2021 & GA & PG Deptt. Govt. of Odisha Resolution No.7982 dated 07.03.2024** in respect of the persons deployed by it in B P Govt. ITI, Krushnaprasad, Puri. The B P Govt. ITI, Krushnaprasad, Puri shall have no liability in this regard.
23. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to B P Govt. ITI, Krushnaprasad, Puri to the concerned tax collection authorities. From time to time, as per the rules and regulations in the matter.
24. The service provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the B P Govt. ITI, Krushnaprasad, Puri or any other authority under law.
25. The tax deduction at source (TDS) 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 to the B P Govt. ITI, Krushnaprasad, Puri.
26. In case, the service provider fails to comply with any liability under appropriate law and as a result thereof, the B P Govt. ITI, Krushnaprasad, Puri is put to any loss/obligation monetary or otherwise B P Govt. ITI, Krushnaprasad, Puri will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit the service provider, to the extent of the loss obligation in monetary terms.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The B P Govt. ITI, Krushnaprasad, Puri will have no liability towards nonpayment of remuneration to the persons employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the B P Govt. ITI, Krushnaprasad, Puri by the person deployed, the same shall recovered from the unpaid bills or adjusted from the performance security Deposit.

FINANCIAL

28. The financial bid should be accompanied with an earnest money deposit (EMD) of refundable without interest of Rs. 15,000/- (Rupees Fifteen thousand), only in the form of demand draft/pay order drawn in favor of "**Principal, B P Govt. ITI, Krushnaprasad, Puri**" failing which the tender shall be rejected out right. The tenderer claiming exemption/ concession for EMD/ tender document fees has to submit copy of relevant document for providing Manpower service to avail such benefit.
29. The Earnest Money deposit in respect of the agencies which do not qualify the technical bid (first stage) financial bids (second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
30. The successful tender will have to deposit a performance security deposit of Rs 70,000/- (Rupees Seventy thousand) only in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal, B P Govt. ITI, Krushnaprasad, Puri covering the period of contract. In case the contract is further extended beyond the initial period, the bank Guarantee will have to be accordingly renewed by the bidder.
31. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the service provider shall be liable to be forfeited beside annulment of the Agreement.
32. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the service provider shall be liable to be forfeited beside annulment of the Agreement.

PAYMENT TERM

33. The service provider shall raise the bill, along with signature of all manpower and the certification by concerned officer as a proof that the payments to all have been made by contractor in the presence of concerned officer. On monthly basis, the contractor should submit the bill (in duplicate) along with photocopies of attendance registers for that month as prescribed under remuneration by **Finance Deptt. Govt. of Odisha letter No. 30722 dated 06.11.2021 & GA & PG Deptt. Govt. of Odisha Resolution No.7982 dated 07.03.2024**, and authenticated proofs for payment of EPF, ESI with ECR dues in respect of all manpower's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10th of the subsequent month.
34. As far as possible the payment will be released by the 15th of the month.
35. The amount of penalty calculated @ 100 per day on account of delay, if any, in providing suitable substitute for the period beyond three working days by the service provider shall be deducted from its monthly bills in the succeeding month.
36. The authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arising in respect of the agreement of 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.
38. All disputes shall be under the jurisdiction of Puri.

39. The successful bidder will enter in to an agreement with the B P Govt. ITI, Krushnaprasad, Puri for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

MANDATORY DOCUMENTS TO BE PROVIDED

01. Technical Bid and Financial bids to be submitted separately.
02. Self-attested copy of registration certificate of agency:
03. Self-attested copy of PAN/GIR Card
04. Self-attested copy IT return of 2022-23,2023-24,2024-25 assessment year filed by agency:
05. Self-attested copy of GST registration certificate:
06. Self-attested copy of P.F. registration certificate with proof of payment up to 31.03.2025.
07. Self-attested copy of E.S.I. registration certificate with proof of payment up to 31.03.2025.
08. Self-attested copy of the Labour Licence, registration certificate under contract labour (Regulations and Abolition) Act, 1970.
09. Self-attested copy of similar type of work Experience.
10. Certified documents in support of financial turn over for the financial year 2024-25.
11. Copy of the all pages in Tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Failures to submit any of the above document will lead to rejection of the tender document.

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

01. List of Manpower to be provided by the agency for selection of manpower in the ratio 1:2 for deployment in B P Govt. ITI, Krushnaprasad, Puri containing full details i.e. date of birth, marital status, address, education qualification etc.
02. Bio-data of all persons indicating the permanent, temporary address, colour photograph and cell phone number.
03. Undertaking from the persons concerned
04. Any other relevant document.

Seal & Signature of Bidder

AGREEMENT

This Agreement is made on this day of _____

Between

The Principal, B P Govt. ITI, Krushnaprasad, Puri represented by

Sri _____ herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignee of the one part.

AND

M/s _____ represented by Sri _____ herein after called the "Manpower Service provider" which expression shall, where the context so requires or admits, also include its successor or assignee of the other part.

Whereas, the "Authority" desires that the services of " _____" are required in B P Govt. ITI, Krushnaprasad, Puri.

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

And whereas "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: -

01. That the annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.
02. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider" the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " _____" in the B P Govt. ITI, Krushnaprasad, Puri in conformity with the provisions of the Terms and Conditions.
03. 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 terms and conditions.

Seal & Signature of Bidder

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

That this agreement is valid up to _____

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

Signature of the contractor

Signed and delivered

Name/Address of the contractor

for and on behalf of B P Govt. ITI,

Krushnaprasad, Puri .

In the presence of witness:-

01. Signature:

01. Signature

Name:

Name:

Designation:

Designation:

Address:

Address:

Seal & Signature of Bidder

ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

01. The agreement shall commence from _____(date) and shall continue till date 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 requirement.
02. The Agreement shall automatically expire on (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
03. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/ modification, for an further specific period mutually agreed upon by the Manpower Service provider and Authority.
04. 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.
05. 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 of liable for legal action besides termination of the Agreement.
06. The Authority reserves the right to terminate the agreement during initial period also after giving one month notice to the Manpower Service Provider.
07. 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.
08. The Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the B P Govt. ITI, Krushnaprasad, Puri so that optimal services of the persons deployed could be availed without any disruption.
 - (a) The profile of employees to be deployed shall be submitted to B P Govt. ITI, Krushnaprasad, Puri .
 - (b) The persons deployed are entitled to avail one day weekly off.
 - (c) The persons deployed may be called upon on Sunday to attend duty for which they may avail any subsequent weekly day as weekly day of rest with due permission of concerned officer.
09. The entire financial liability in respect of service deployed in the B P Govt. ITI, Krushnaprasad, Puri shall be that of the Service Provider and the B P Govt. ITI, Krushnaprasad, Puri will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the B P Govt. ITI, Krushnaprasad, Puri .
10. For all intents and purposes, the Manpower's Service Provider shall be "Employer" within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the B P Govt. ITI, Krushnaprasad, Puri . There shall not be employer-employee relationship between B P Govt. ITI, Krushnaprasad, Puri , Odisha and the persons deployed on outsourcing basis.

11. The Service Provider shall be solely responsible for the redresses of grievance or resolution of disputes relating to persons deployed. The B P Govt. ITI, Krushnaprasad, Puri shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of B P Govt. ITI, Krushnaprasad, Puri and an authorized representative of the Service Provider.
12. The B P Govt. ITI, Krushnaprasad, Puri shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in course of their performing the function/duties, or for payment towards any compensation.
13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the period of contract or after expiry of the contract.
14. In case of termination of this contract on its expiry or otherwise, the persons deployed by service provider shall not be entitled to and shall have claim for any absorption in regular or in other capacity.
15. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision rules and Acts. Undertaking in the form of affidavit, from the person deployed to this effect shall be required to be submitted by the Service Provider.
16. The Service provider must be registered with the concerned Govt. Authorities, i.e. labour commissioner, provident fund Authority, Employees State Insurance Corporation etc. and a copy of registration should be submitted. The Service Provider shall complete with all the entire legal requirement for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
17. The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to the his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider shall be responsible for contribution towards provident fund and Employees State Insurance, wherever applicable.
18. The persons deployed by the service should have good police records and no criminal case should be pending against them.
19. The person deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the B P Govt. ITI, Krushnaprasad, Puri . The service provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The persons deployed shall during the course of their work to 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 person deployed liable for penal action under the applicable laws besides, action for breach of contract.
21. The service provider shall be responsible for compliance of all statutory provisions relating to minimum remuneration as per **Finance Deptt. Govt. of Odisha letter No. 30722 dated 06.11.2021 & GA & PG Deptt. Govt. of Odisha Resolution No.7982 dated 07.03.2024** as payable to different types of workers in respect of the persons deployed by it in the B P Govt. ITI, Krushnaprasad, Puri. The B P Govt. ITI, Krushnaprasad, Puri shall have no liability in this regard.

22. The service provider shall also be liable for depositing taxes, levies, cess etc. on account of service rendered by it to the B P Govt. ITI, Krushnaprasad, Puri 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 B P Govt. ITI, Krushnaprasad, Puri.
23. The service provider shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of B P Govt. ITI, Krushnaprasad, Puri or any other authority under law.
24. The tax deduction at source (TDS) 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 to B P Govt. ITI, Krushnaprasad, Puri.
25. In case, the Service Provider fails to comply with any liability under appropriate law and as a result there of, the B P Govt. ITI, Krushnaprasad, Puri is put ,to any loss/obligation monetary or otherwise, the B P Govt. ITI, Krushnaprasad, Puri will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Service Provider, to the extent of the loss or Delegation in monetary terms
26. The agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and nonpayment of statutory dues. The B P Govt. ITI, Krushnaprasad, Puri will have no liability towards nonpayment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the B P Govt. ITI, Krushnaprasad, Puri by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.
27. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Service Provider shall be liable to be forfeited beside annulment of the Agreement.
28. The Manpower Service Provider shall raise the bill, along with signature of all Manpower and certificate by concerned officer as a poof that payments to all have been made by contractor in the presence of concerned Officer. On monthly basis , the contractor should submit the bill (in duplicate) along with photocopies of attendance register for that month as prescribed under remuneration by **Finance Deptt. Govt. of Odisha letter No. 30722 dated 06.11.2021 & GA & PG Deptt. Govt. of Odisha Resolution No.7982 dated 07.03.2024**, and authenticated proofs for payment of EPF,ESI with ECR in respect to all Manpower's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10th of the month.
29. As far as possible the payment will be released by the 15th of the Succeeding month.
30. The amount of penalty calculated @ 100 per day on account of delay, 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.

31. The Authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the provision encountered at a later stage.
32. In the event of any dispute arising in respect of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling office for his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of Puri only.

BREAK-UP OF THE REMUNERATION

Gross amount payable to the manpower service provider per person per month.

SI No .	Category	Remuneration (including employee share of EPF & ESI)	EPF (Employer share)	ESI (Employer share)	Other Statutory dues	Service charges	GST	Total Cost. per person
1	Watchman/S weeper/Lady Sweeper cum watchman	12600						
2	Lady matron cum cook	13600						

Gross amount payable to employee per month.

Category	Remuneration	Total			Net Payable
		EPF	ESI	Total	
Watchman/Sweeper/ Lady Sweeper cum watchman	12600				
Lady matron cum cook	13600				

**Government of Odisha
General Administration & Public Grievance Department**

Dated the 07th March, 2024

RESOLUTION

Demands have been raised by various Service Provider Agencies to enhance the remuneration of the manpower provided by them to the Government from time to time, since the cost of living has been increased manifold in the meantime. It has been demanded by them to link the remuneration to the experience of the manpower, a mechanism for their grievance redressal, timely release of payments etc.

The remuneration of the Service Provider Agencies was last revised in November, 2021 vide FD Letter No 30722/6.11.21. Considering the demands of the Service Provider Agencies and the present cost of living, Government have been pleased to enhance the monthly remuneration to be paid by the SPAs with the conditions as enumerated below:

1. **TIMELY PAYMENTS:** To ensure timely payment of wages, the billing cycle is proposed to be operative from 21st of every month to the 20th of the succeeding month. Absentee Statement shall be generated by user agency/office latest by 21st of the month. The SPA shall submit the bills within the 23rd of each month. The Hiring Authority shall be under obligation to ensure passing of bills by 26th of the month and release of wages to the SPA latest by 28th of each month. The SPA shall be responsible for transfer of wages/remunerations within the next 48 hours and not later than the last day of every month. The timelines for billing cycle are given in the table below for better clarity:

TABLE -1

ACTION	PRESCRIBED TIMELINE	RESPONSIBILITY	ACTUAL DATE OF COMPLIANCE
Date of submission of Absentee Statement	16 th day of the month	Controlling Officer/ Branch Head to Establishment Officer	
Submission of Bills by the SPA	20 th day of the month	Service Provider Agency	
Approval of Bills by Department/Authority	25 th day of the month	Establishment Officer	
Transfer of funds to SPAs bank account	28 th day of the month	Establishment Officer	
Transfer of wages to Outsourced employee accounts by SPA.	30th/31 st day of the month.	Service Provider Agency	

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2. GRIEVANCE CELL: All the departments shall create a grievance cell to attend to the complaints of the Outsourced person/ Service Provider Agency. An Officer, not below the rank of a Group A Officer of the department shall be designated as Grievance Officer of the cell and his phone number and address should be made available to all outsourced persons / SPAs. The Grievance Officer shall call both the parties and reconcile the disputes. In case it is established that the Outsourcing Agency has committed any serious violation, action in accordance with rules shall be taken by the Concerned Authorities. A standard format for grievance shall be prescribed by GA & PG Department for submission of grievance by the petitioners.

3. MONTHLY REPORTING & REVIEW: The officer responsible for Office Establishment dealing with payments to Outsourcing Agency shall submit a monthly report in the prescribed format (TABLE -1) within the first week of every succeeding month to the Head of Office, who shall review the performance in this regard and keep a record of same.

4. "THE ODISHA OUTSOURCED EMPLOYEES OMBUDSMAN":

State Government shall set-up the "Odisha State Outsourcing Employees Ombudsman" (Here-in-after referred to as Ombudsman), which shall serve as a dedicated platform for addressing concerns and ensuring a fair and transparent environment for both employees and employers involved in outsourcing of manpower and services to State Government offices and its agencies. The purpose of this "Ombudsman" is to provide a neutral space to resolve disputes, facilitate open communication, and uphold the rights of all parties involved. The primary objective of the Outsourcing Employees Ombudsman is to establish a framework that promotes fairness, transparency, and effective conflict resolution within the context of outsourcing. This shall create a neutral and impartial platform where both outsourced employees and employers can address concerns, resolve disputes, and ensure that the rights and interests of all parties are protected. Through open communication and collaborative problem-solving, we strive to foster a productive and harmonious outsourcing environment that benefits everyone involved. (*Separate Rules shall be framed by GA & PG Department for governing the selection, powers, functions, service conditions, remunerations etc. of the Ombudsman*).

5. TIMELY DEPOSIT OF STATUTORY DUES: All Statutory Dues payable on account of the Outsourced employee shall be deposited by the SPA, well within the legally prescribed time and documentary evidence of same shall be submitted along-with the bills of subsequent month. If any SPA fails to deposit the statutory dues, it shall be liable for penal action as per law, in addition to including cancelation of their license by the Competent Authority, cancellation of contract and blacklisting following the principles of Natural Justice.

6. MATERNITY LEAVE: The SPA can claim Paid Maternity Leave in case of lady engage subject to a maximum of 4 months (120 days) for first two issues as per eligibility.

[Signature]
1/3/2024

7. ENHANCEMENT OF REMUNERATION: Demands have been raised by the Service Provider Agencies for enhancement of remuneration in relation to the increase in cost of living and commensurate to the experience gained by the manpower provided. The Service Provider Agencies have signed an agreement with the State Government Departments for providing manpower and are governed by the terms of agreement. However, it is correct that the cost of living has been rising mandating increase in remuneration as also the fact that remuneration ought to be in relation to experience gained.

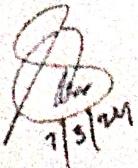
After examining the cost of living and considering the demands and keeping in view the principles of remuneration commensurate to the experience of the manpower provided, State Government is pleased to announce enhancement of remuneration as per the TABLE - 2 below;

TABLE - 2

REVISED RATE OF REMUNERATION (EFFECTIVE FROM FEBRUARY 2024)						
SL NO.	EXISTING MONTHLY REMUNERATION	REVISED MONTHLY REMUNERATION BASED ON YEARS OF EXPERIENCE				
SL. NO.	WAGES PER MONTH	Less than 5 years	5+ to 10 years	10+ to 15 years	15+ to 20 years	20+ to 25 Years
1	10100	12600	13600	14600	15600	16600
2	10500	13100	14100	15100	16100	17100
3	10900	13600	14600	15600	16600	17600
4	11100	13900	14900	15900	16900	17900
5	11200	14000	15000	16000	17000	18000
6	11500	14400	15400	16400	17400	18400
7	11900	14900	15900	16900	17900	18900
8	12500	15600	16600	17600	18600	19600
9	21100	26400	27400	28400	29400	30400
						31400

All State Government Departments, which have hired the services of Service Provider Agencies and signed agreement with them, shall sign new/supplementary agreement, as the case may be, with respective SPAs and incorporate the enhancements prescribed above, without delay.

Provided that, it shall be the responsibility of the Service Provider Agency to submit proof of experience of the engaged person to make application for admissibility of higher rate of remuneration based on experience. Such application shall have to be made in the online portal/application to be developed by GA & PG Department as per clause 10, provide all documentary and credible evidence (Example: certificate of engagement signed by the concerned Department in favour of the person provided by the concerned SPA/ pay-slips issued by the SPA, Letter of Engagement issued by the SPA to the person, if any, bank statement as proof of


7/5/24

transfer by SPA to the account of the personnel, etc.) in support of the period of such engagement.

Provided further, that such a higher rate of remuneration shall be provided only after due verification and authentication of such documents/ records furnished by the department in which the personnel is currently engaged.

8. SERVICE FEE BY SPAs: The Service Fee being the primary "Bid evaluation parameter" cannot be amended until the currency of the contract comes to conclusion. Any such change in the Service Charges at this stage would amount to changing the "Bid Evaluation Criteria/Parameter" which can render the entire tender process infructuous. Therefore, this demand may not be acceded to. Therefore, in future, whenever, fresh tenders are invited and agreements are made, the minimum rate of Service Charges as prescribed by Finance Department shall be the basic minimum which any Manpower Agency can quote. Any rate less than the minimum shall not be accepted.

9. DEVELOPMENT OF SOFTWARE APPLICATION:

GA & PG Department shall use the services of CMGI to develop a user-friendly software application for use by the Engaged persons, Service Provider Agencies and the Government Departments. Such application shall also be available on mobile platform to facilitate submission of grievances by manpower and SPAs, viewing of full, and timely deposit of statutory dues by SPAs, Monitoring of timely payment of wages by the Departments and the SPAs etc. The prototype of the application software shall be developed within next two to three months.

10. APPLICABILITY OF ABOVE PROVISIONS:

- A. All personnel who have been receiving remuneration directly from departments and not through any Service Providers shall also be covered under this regulation/ notification.
- B. Persons engaged by State PSUs, Corporations, Societies, Associations and similar organizations functioning under the State Government Departments (except consultants) shall also be governed by the above rules.

11. EXCEPTIONS TO THE ABOVE RULES: Any person who has been receiving remuneration, more than the present entitlement, their remuneration shall be protected.

Provided that, henceforth, any such remuneration shall not be enhanced in future by the Department concerned, without the prior concurrence of GA & PG and Finance Department.

By order of Governor

Additional Chief Secretary to Government

Memo No. 7983 /GAD

Dated 07-03-2024

Copy forwarded to the Odisha Gazettee Cell in-charge, Odisha Gazette Cell, C/o, Commerce Department for information with request to publish the resolution in the extraordinary issue of the Odisha Gazettee and supply 200 copies of the same to this department for official use.

6/3/2024
OSD-cum-Additional Secretary to Government

Memo No. 7984 /GAD

Dated 07-03-2024

Copy forwarded to All Departments of Government/All Heads of the Department/All RDCs/All Collectors for information and necessary action.

6/3/2024
OSD-cum-Additional Secretary to Government

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

No. **30722** /F., Date: **06.11.2021**
FIN-PCC-PAY-0006-2017

To

**All Departments of Government/
All Heads of Departments/
All Collectors.**

Sub: Revision of monthly consolidated remuneration for contractual including the outsourced personnel.

Ref: *Finance Department Circular No.32986/F dated 07.07.2008, No.40545/F dated 29.08.2009, No. 4090/F dated 01.02.2010, No. 33659/F dated 06.12.2014 read with No. 5293/F dated 04.03.2015, No. 34555/F, dated 22.12.2016, No.28090/F, dated 22.9.2017 and No.11835/F, dated 31.3.2018.*

The State Government had last prescribed the monthly consolidated remuneration for contractual including the outsourced personnel referred in the subject above engaged in different Government establishments vide Finance Department Circular No. 28090/F, dated 22.9.2017 read with Circular No.11835/F dated 31.3.2018. The revision in their monthly consolidated remuneration has been under consideration of the Government for sometimes past.

2. Now, therefore, Government have been pleased to revise the monthly consolidated remuneration of such persons as shown in the columns 2 to 10 of the table given below:

(Figures in Rupees)

1	2	3	4	5	6	7	8	9	10
Existing remuneration	8070	8390	8750	8880	9000	9250	9500	10000	16880
Revised remuneration	10100	10500	10900	11100	11200	11500	11900	12500	21100

3. This is not applicable for the contractual employees who are guided by or in receipt of a different remuneration structure.

4. The employers' contribution towards EPF and ESI for personnel outsourced through service provider will be reimbursed over and above the amount of consolidated remuneration as in the table at para-2 subject to satisfactory proof of such contribution made.

5. This revision will be effective from 01.11.2021 uniformly for all existing outsourcing contracts as well as new contracts after 01.11.2021. The existing contracts may be modified accordingly.

Sd/-

**(Vishal Kumar Dev)
Principal Secretary to Government**