



Odisha

GOVT OF ODISHA
COLLECTORATE, NAYAGARH
(ST & SC DEV., M&BCW SECTION)

Mail Id: - dwonayagarh@gmail.com
NO. 157 /DT. 29.1.2026

Bid Reference File No.XLX-A/02/2025

SHORT TENDER NOTICE

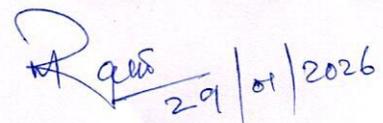
Bids in sealed cover are invited under Two Bid system from reputed and experienced man-power service providers for absorbing the existing DEO-cum-Office Assistants of Legal Aid Cells engaged on outsourced basis- under ST & SC Development M&BCW Dept. in Nayagarh District. The details of the bidding process are as follows;

Sl. No.	Bidding Schedule	Dateline
1	Date of Issue	<u>29.01.2026</u>
2	Last Date and Time of receipt of Bid	10.02.2026, 3.00 P.M.
3	Opening of Technical Bid	11.02.2026, 11.00 A.M.
4	Opening of Financial Bid	11.02.2026, 1.00 P.M.

Bidders are required to submit the Technical and Financial bids separately. The bids in sealed cover-I containing "Technical Bid" and the sealed cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "Bid for Absorbing the existing DEO-cum-Office Assistants of Legal Aid Cells engaged on outsourced basis- under ST & SC Dev.M&BCW Deptt. in Nayagarh District" and must reach the O/o DWO Nayagarh on or before date 10.02.2026 by 3.00PM by **Speed Post/Registered Post only**. 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 <https://nayagarh.odisha.gov.in>

Complete Address for submission of Bid:

**The DWO, Collectorate,
At/Po:- Nayagarh
Dist-Nayagarh,
Pin Code: 752069**


**Collector & District Magistrate,
Nayagarh**

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Section - I

Instruction to Bidders

A. General Information:

- The office of the DWO, Nayagarh requires the service of reputed, well established, financially sound and registered Service Providers for absorbing the existing DEO-cum-Office Assistants of Legal Aid Cells engaged on outsourced basis under ST & SC Dev., M&BCW Deptt. in Nayagarh District
- Sealed tender is invited under two bid system from reputed Manpower Agencies/Service Providers to provide the services of for a period of two years w.e.f. the date of execution of agreement and is likely to be extended on yearly basis subject to satisfactory performance, & mutual agreement. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service provider.
- 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 "Bid for Absorbing the existing DEO-cum-Office Assistants in Legal Aid Cells engaged on outsourced basis under ST & SC Dev., M&BCW Deptt. in Nayagarh District" must reach the O/o DWO, Nayagarh on or before 10.02.2026 by 3.00P.M. by Speed Post/ Regd. Post only.

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Eligibility criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The bidder should be register under appropriate authority, such as <ul style="list-style-type: none">Registered under the Companies Act 2013Registered under the Indian Partnership Act 1932.Registered under the Limited Liability Partnership Act 2008.	Certificate of Incorporation/ Registration Certificate or Commercial Establishment Registration
2	The bidder must be at least 3 years in business (up to the last date of submission of bid) for providing similar type of services to Central/ State Government/ Autonomous Bodies/ Corporate bodies.	Copies of the work order from the previous authorities and agreement copy.
3	The Registered Office or Branch Office of the Service Provider must be located within the State of Odisha.	Valid address proof of the office (Copy of the Telephone or Electricity Bill or any govt order/certificate
4	Must have average annual financial turnover of Rs. 2 Crore during the last 3 consecutive financial years as on Dt. 31.03.2025.	Copies of audited Income/ Expenditure Statement and Balance Sheet for the concerned periods by a Chartered Accountant..
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the six months transaction amount certified by the Manager of the concerned Bank.
6	The agency should not have been blacklisted by any Central/ State government, or any other public sector undertaking or a corporation as on the date of this RFP.	An affidavit in Rs.10/- non-judicial stamp paper to this effect to be furnished by the bidder as per the prescribed format. [Form - T2]
7	Must not have any pending criminal offence against the Proprietor/ Director/ Persons to be deployed by the Service Provider.	An affidavit in Rs.10/- non-judicial stamp paper to this effect to be furnished by the bidder as per the prescribed format. [Form - T3]
8	Other Statutory Documents:	Copies of : <ul style="list-style-type: none">PAN,TAN,GSTIN,



		<ul style="list-style-type: none"> • Valid Contract Labour License for the minimum 200 hundred labours in a single order. Valid ISO Certificates i.e. <ul style="list-style-type: none"> • ISO 9001:2015 • ISO 14001:2015 • ISO 45001: 2018 • ISO 27001:2013 • ISO/IEC 20000-1:2018 • CMMI MATURITY LEVEL 3 • Copies of EPF & ESI Registration Certificate with deposit challan of employees last 6 months. • Copy of Commercial Establishment Registration Certificate. • IT returns for the last 3 consecutive financial years as on 31-03-2025.
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B. Submission of Bid:-

The proposal complete in all respect as specified above must be accompanied with a Non-refundable amount Rs. 1,000/- (Rupees one thousand) only towards Bid Processing Fee and EMD of Rs. 50,000/- (Rupees Fifty thousand) only in the form of Demand Draft in favour of **DWO, Nayagarh** drawn in any scheduled commercial bank and payable at Nayagarh failing which the bid will be out rightly rejected. The relaxation to MSME entities as per govt. norms is also applicable in this case. The bid should be sent through Speed Post/Registered Post (through Govt. of India, Department of Post)so as to reach by **10.02.2026 by 3.00PM** in the office of DWO, Nayagarh.

The authority will not be responsible for any postal delay. Bids without bid processing fees and EMD shall be rejected. Bids submitted after due date & time will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The selected bidder will have to deposit a Performance Security (2% of the annual contract value) in the form of Bank Guarantee/FD/DD from any scheduled Bank situated within Odisha in favour of DWO, Nayagarh, as per the prescribed format provided in the tender document at Section-IX for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank



Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents to be submitted

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

- a) Demand Draft in support of Bid processing fee as applicable.
- b) Demand Draft in support of EMD as applicable.
- c) Copy of Certificate of Incorporation for Company, for firm or agency, copy of commercial establishment registration certificate.
- d) Copy of GSTIN, 3B latest.
- e) Copy of PAN and TAN Number.
- f) Copies of IT returns for the last three consecutive financial years.
- g) Copies of EPF & ESI Registration Number with deposit challan of employees last 6 months.
- h) Copy of Bank Account details.
- i) Copies of the Income/Expenditure Statements along with Balance Sheet for the last 3 years.
- j) Copies of work orders from the previous organizations for providing services during last 3 years.
- k) Affidavit regarding non-blacklisting (On Stamp Paper)
- l) Affidavit regarding non-pending of any judicial proceedings (On bidder's Letter Head)
- m) Valid Contract Labour License for minimum Two hundred labor in Odisha in a single order.
- n) Valid ISO Certificate i.e. ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, ISO 27001:2013, ISO/IEC 20000-1:2018 & CMMI MATURITY LEVEL 3
- o) Copies of six months transactions amount certified by Manager of the Bank.

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.

All entries in the pages of the bid document should be neatly computerized, be legible and be signed by the Bidder. If the space for furnishing information is insufficient, a separate sheet duly signed by the Bidder should be attached.

The technical Bid will be opened on 11.02.2026, 11.00A.M. in presence of the Bidders or their Authorized Representatives who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on 11.02.2026, at 1.00P.M. in presence of the bidders or their Authorized Representatives.

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

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

The bidder having the lowest evaluated Financial Bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the Lowest Bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the Second Lowest (L-2) Bidder for award of Contract at (L-1) price. However, the decision of the authority shall be final during the overall selection process. In case more than one firm quotes the same price in the Financial Bid, then the L-1 Bidder will be decided as per the highest mark secured by the Bidder in the Technical Bid.

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

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

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



Section -II
SCOPE OF THE WORK

A. GENERAL INSTRUCTIONS FOR BIDDERS AND SCOPE OF WORK

GENERAL INSTRUCTIONS:

1. The manpower absorbed by the Service Provider shall be required to report for work as per time fixed by Govt. and may also be required to work before or after working hour for which he/she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
2. The manpower absorbed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain official confidentiality.
3. The Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
4. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated office. The entire financial liability in respect of manpower services absorbed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person absorbed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
5. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
6. The persons absorbed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person absorbed liable for penal action under the applicable laws besides, action for breach of contract.
7. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons absorbed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel absorbed by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in the respective Bank Account.

8. The absorption of outsourced persons shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel absorbed by them. Any outsourced personnel absorbed can be removed at any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.
9. The Manpower Service Provider shall absorb the **existing DEO-cum-Office Assistants of Legal Aid Cells** engaged on outsourced basis- in Office of the District Welfare Officer, Nayagarh. An affidavit must be given to this effect in Rs.100/- non-judicial Stamp Paper.
10. The manpower to be absorbed in the office of the Authorities shall be given assignment as per the requirement of the office work and on due approval of Head of the office.

B. SCOPE OF WORKS:

(i) **DEO-cum-Office Assistants in Legal Aid Cells**

- She/He must have educational qualification of Intermediate with Computer Qualification not below PGDCA.
- She/He will work in welfare section of Block under the supervision of Welfare Extension Officers.
- She/He will assist the Legal Retainers engaged in Legal Aid Cells.
- Providing free legal services to the SC & ST people through Legal Aid Cells in Blocks, Sub-Divisional Hqrs & District Hqrs.
- Developing specific templates for data entry to minimize error and to facilitate easy retrieval of information.
- Scanning, digitization and preserving various documents related to scholarship as per the guideline.
- Day to day maintenance of computer and other peripherals.
- Any other responsibility as assigned by the Higher Authorities.

(ii) **Section -III**

Schedule of Requirement:

Tentative requirement of Manpower to be deployed for the proposed services given here as under:-

Sl. No.	Description	Requirement
1	DEO-cum-Office Assistants in Legal Aid Cells	09 Numbers



Section - IV

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 persons deployed. The persons absorbed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider will be overall responsible for the absorption of existing manpower for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
3. The Service Provider shall exercise adequate supervision to ensure performance of manpower absorbed 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.
4. The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF&ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
5. 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 manpower deployed for the purpose.
6. The Service Provider shall maintain personal file in respect of all the staff those who are absorbed by it in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESI Details etc.
7. The manpower to be absorbed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are absorbing. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
8. The Service Provider will also ensure that the manpower absorbed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower those are not found suitable by this office for any reasons immediately on receipt of such a request.
9. The Service provider shall ensure that the manpower absorbed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.

10. The Service Provider shall provide uniform along with Photo ID Card to its personnel absorbed at site at its own cost.
11. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
12. 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.
13. In case of any loss caused to the Authority due to lapse on the part of the personnel 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 personnel 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.
14. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
15. 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.
16. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
17. The 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. Sub-contracting is not allowed under this agreement.
18. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
19. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
20. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.



21. 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 1 month prior notice to the Service Provider.
22. The Service provider should ensure that persons to be absorbed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
23. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
24. In the event of any dispute arising in respect of the clause 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.
25. All disputes shall be under the jurisdiction of the appropriate court.
26. The agreement can be terminated by either party by giving one month's 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.
27. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
28. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.
29. The man power service provider will supply additional man power as and when required during the validity period of agreement.
30. Technical requirements for Manpower to be so engaged by the successful Manpower Service Provider in the O/o the DWO/ All BDOs of Nayagarh District.

A- She /He should be above 18 Years.

B- Minimum Educational qualification Graduation with PGDCA for DEO & DEO-cum-Office Assistance and Graduation with PGDCA.

C- Preference will be given to candidates who have experience in Legal Aid Cell/ Scholarship Management Unit/ OSFDC in Nayagarh District irrespective of their home District.



Section - V
TECHNICAL BID

(BIDDER LETTER HEAD)

To

[Location, Date]

**The Dist. Welfare Officer,
Nayagarh.
Odisha, PIN-752069.**

Sub: Tender for Absorbing of existing DEO-cum-Office Assistants in Legal Aid Cells engaged on outsourced basis- in Office of the District Welfare Officer, Nayagarh. [Technical Proposal]

Sir,

I, the undersigned, offer to participate in the tender process to absorb the services existing DEO-cum-Office Assistants in Legal Aid Cells engaged on outsourced basis in Office of the District Welfare Officer, Nayagarh in accordance with your Tender Notice No.: 157 Dated 29/01/2026. We are hereby submitting our proposal, 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 90 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

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

Yours faithfully,

Authorized Signatory[In full and initials]

Name and Designation:

Address of the Bidder:



(FORM - T1)

1	Name of the Bidder	
2	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.):
		Drawn on Bank:
3	Name of the Director /MD	
4	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code:
8	PAN No. (Attach self attested copy)	
9	GSTIN (Attach self attested copy)	
10	E.P.F. Registration No. (Attach self attested copy)	
11	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
12	The Registered Office or Branch Office of the Service Provider must be located within the State of Odisha.	



13	Acceptance to all the terms & Conditions of the tender (Yes/No).	
14	Power of Attorney/ authorization letter for signing the of the bid documents	
15	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
16	Kindly mention the total number of pages in the tender document.	
17	Valid ISO Certificate:- ISO 9001:2015 ISO 14001:2015 ISO 45001: 2018 ISO 27001:2013 ISO/IEC 20000-1:2018 CMMI MATURITY LEVEL 3	
18	Balance sheet for the last 3 years	
19	Work orders from the previous organizations for providing services during last 3 years W.O No.& Agreement copy a. b. c.	
20	Commercial Establishment Registration Certificate	

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Financial Turnover of the bidder for the last 3 financial years :-

Financial Year	Turn Over Amount (In INR)	Average Turnover (in INR]
FY 2024-25		
FY 2023-24		
FY 2022-23		

Details of the similar type service provided by the bidder in consecutively last 3years:-

Sl. No.	Period	Name of Authority with Complete Address &Fax no.	Type of services provided with details of manpower/ machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

Declaration

I, Sri _____ Son/ Daughter/ Wife of
Sri _____ Proprietor/ Director/ Authorized
Signatory of _____
(Name of the Service Provider), competent to sign this declaration and execute
this tender;

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

The information and 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.

Authorized Signatory[In full and initials]

Place:

Date:



Enclosures:

1. Bid Processing Fee in the form of Demand Draft in Original.
2. EMD in the form of Demand Draft in Original.
3. Copy of tender document (each page must be signed and sealed by the Bidder).
4. Duly filled Technical Bid and Financial Bid.
5. List of Documents as applicable.

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FORM-T-2

AFFIDAVIT

[On Rs.10/- Non-judicial Stamp Paper in shape of affidavit from the Notary regarding non-blacklisting]

I..... hereby undertake that, our organization..... has not been debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and nor blacklisted by any authority during the recent past..

Yours sincerely,

Authorized Signatory[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:



FORM-T-3

AFFIDAVIT

[On Rs.10/- Non-judicial Stamp Paper in shape of affidavit from the Notary regarding not having any pending judicial proceeding for any criminal offences]

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

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

Yours sincerely,

Authorized Signatory[In full and initials]

Name and Designation of the Signatory

Name of the Bidder and Address:



TECHNICAL BID EVALUATION

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 in 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 bidder or his authorized representative who choose to attend. Least (L₁) 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.**

SI. No	Evaluation Parameters	Total Marks	Criteria for award of Mark		
1	Years of Experience in Providing manpower Govt. office (to be determined from the work order / contract copies/ Experience Certificate)	20	<ul style="list-style-type: none"> • 1 Years : 10 marks • 2 Years : 15 marks • 3 Years or more : 20 marks 		
2	Service rendered for particular number's of work order package or multiple contract packages in any state of India. (to be determined from the work order / contract copies/ Experience Certificate)	20	No of Work order	No of Work order	No of Work Order
			6 nos.	8 nos.	15 nos.
			10 marks	15 marks	20 marks
3	Experience in providing similar nature of work with strength of sweepers /Group-D in single work order (To be determined from Work order/Agreement Only)	20	<ul style="list-style-type: none"> • 50 < 100 : 10 marks • 101- 200 : 20 marks 		
4	Annual Average Turnover for Last3 FY (2022-23, 2023-24 & 2024-25)	15	<ul style="list-style-type: none"> • 01 Crore : 05marks • 02 Crore : 10marks • 03Crore or more : 15 marks 		
5	Valid ISO Certification	6	ISO 9001:2015 :-1 mark ISO 14001:2015:- 1 mark ISO 45001: 2018;- 1 mark ISO 27001:2013:- 1 mark ISO/IEC 20000-1:2018: - 1 mark CMMI MATURITY LEVEL 3:- 1 marks		
6	Presentation	14	:14 marks		
7	Valid Contract Labor License 200 nos.	5	:05 marks		



Section - VI
FINANCIAL BID
(BIDDERLETTERHEAD)

[Location, Date]

To

**The Dist.Welfare Officer,
Nayagarh**

Sub: Tender for absorbing the existing DEO-cum-Office Assistants in Legal Aid Cells engaged on outsourced basis in Office of the District Welfare Officer, Nayagarh [Financial Proposal]

Sir,

I,.....the undersigned, offer to provide the services for **[Insert title of the Service]** in accordance with your Tender No._____Dated _____. Our attached financial price is **[Insert amount(s) in words and figures]** for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. 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 modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90days. 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[In full and initials]

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

(FORM -F1)
(Administrative Charge)
APPLICATION – FINANCIAL BID

For Providing Manpower Assistance in Nayagarh, Odisha 752069.

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

Sl. No	Manpower Type	Monthly Rate per person						
		*Take home remuneration per person	EPF @ 13%	ESI @ 3.25%	Other statutory dues if any	Service charge	GST@ 18%	Total per person (3+4+5+6+7+8)
1	2	3	4	5	6	7	8	9
1	DEO-cum-Office	13900/-						
	Assistant	14900/-						
	Legal Aid Cell	15900/-						

- Minimum take home remuneration per person should as per mentioned at col-03 for the above services.
- EPF/ESI of employees shall be borne by employees and shall be deducted as applicable.

Date: _____ **Authorized Signatory**[In full and initials]

Place: _____ Full Name: _____
Seal: _____

Notes:

Note:

A) It is clarified by the Finance Department vide office memorandum No.19595/F Dt.11.07.2023 that the minimum service charge shall be 3.85% and not exceed 7% in any case.

B) It is obligatory on the part of outsourcing agency to manage duties of their manpower on off days and to follow all labour laws as applicable to them and that will be verified from time to time by the authority.



C) Outsourced personnel is to be absorbed by the service provider and authority/Government will not be liable for giving them contractual/permanent service in future. Such engagement by the service provider is absolutely temporary in nature and can be terminated at any time if deemed fit by the authority. False propaganda should not be spread by anybody that after a stipulated time these outsourced personnel will be made contractual, temporary, permanent employee of the DWO Nayagarh.

D) The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

E) The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.



Section - VII

BID SUBMISSION CHECK LIST

Sl. No	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Forwarding Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation or Registration Certificate of the Bidder or Commercial Establishment Registration.		
5	Copy of PAN & TAN		
6	Copy of GSTIN & 3B		
7	Copies of Income Tax Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESI Certificate, ISO Certificates		
9	Copy of valid Labour License		
10	TECHNICAL BID duly filled in (Forwarding Letter, FORM- T1, T2 and T3)		
11	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 3 years, and Banker transaction certificate last six month.		
12	Power of Attorney in favor of the person signing the bid on behalf of the bidder in letter pad.		
13	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities		
14	Affidavit for not having been black-listed by any Central / State Govt./any Autonomous bodies during the recent past. (FORM- T2)		
15	Affidavit for not having any police case pending against the bidder (FORM- T3)		
FINANCIAL BID (ORIGINAL)			
1	Forwarding Letter in Bidders Letter Head		
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 needs to be sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]

Name and Designation with Date and Seal



Section - VIII

SERVICE AGREEMENT

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

This **SERVICE AGREEMENT** is made on _____
between,

_____ (hereinafter called as the "**Authority**") of
the 1st Part

and _____ its principal place of
business at _____
_____ (hereinafter called the "**Service
Provider**") of the 2nd Part.

WHEREAS

- (a) The "**Service Provider**", having represented to the "**Authority**" that he is willing to absorb the existing DEO-cum-Office Assistants of Legal Aid Cells engaged on outsourced basis under ST & SC Development M&BCW Dept. in Nayagarh District has offered to provide the service in response to the Tender Notice No: _____ Dated: _____ issued by the Authority;
- (b) The "**Authority**" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: General Terms and Conditions

Appendix B: Scope of Work;

Appendix C: Contract Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

3. Now this agreement witnesses as below:-

- a) That in consideration of the payment to be made by the "**Authority**" to the "**Service Provider**", the "**Service Provider**" hereby agrees with the "**Authority**" to provide manpower resources to be engaged in the [*Insert the location*] in conformity with the provisions of the terms and conditions of the contract.
- b) That the "**Authority**" hereby further agrees to pay the "**Service Provider**" the contract price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to_____.



For and on behalf of **[Tender Inviting Authority]**

Witness1:

Witness2:

For and on behalf of **[SERVICE PROVIDER]**

[Name and Designation of the Representative with seal]

Witness1:

Witness2:

