

Subject: SUPPLY OF 1 NUMBER DEO (SEMI SKILLED) PERSONNEL THROUGH GeM FOR, DOORDARSHAN KENDRA, BHWANIPATNA

Effective Date of Contract: 01.09.2026

1. DEFINITIONS

For the purpose of this contract, unless the context otherwise requires:

- a. Doordarshan Kendra, Bhawanipatna under Cluster Head, Doordarshan Kendra Bhubaneswar under Prasar Bharati.
- b. Bidder / Contractor / Agency means the service provider selected through GeM for supply of DEO (Semiskilled) personnel.
- c. DEO (Semiskilled) means Data entry operator personnel deployed by the Contractor.
- d. Contract Period means the period specified in the work order, including extensions if any.
- e. GeM means Government e-Marketplace portal.

2. TERMS & CONDITIONS OF CONTRACT

Eligibility, Experience & Registration

2.1 The Firm shall be duly registered under applicable labour laws and statutory rules of the Government of Odisha. Copies of relevant registration certificates shall be enclosed.

2.2 Experience: The service provider shall have a minimum of three (3) years' experience in providing DEO (Semiskilled) personnel to Central/State Government organizations or reputed institutions. Documentary evidence shall be enclosed.

2.3 Availability of Office of Service Provider: The service provider shall have a well-established office with adequate trained staff in Odisha. Documentary evidence shall be uploaded.

2.4 The firm should have registration for GST under Odisha State, EPF, ESI Copies of registration certificates from the department shall be enclosed.

2.5 A list of clients served, highlighting Government clients, along with Contract number and work order copies and satisfactory performance certificates shall be furnished.

2.6 Copies of work orders of at least one Government institution and three other institutions/firms, where services have been rendered for two consecutive years, shall be enclosed.

2.7 Income Tax Returns along with audited annual accounts for the last three financial years shall be enclosed.

2.8 The firm shall have an annual turnover as per GeM criteria in the last three financial years and experience in providing DEO(Semiskilled) personnel.

2.9 The firm is required to file GSTR-1 on time in accordance with GST regulations, and payment will be released only after the filing is completed.

GeM & Bidding Conditions

2.10 The Contractor shall indicate service charges payable in the GeM portal. The minimum service charge fixed by the Government of India at present is 3.85% (inclusive of GST) of the contract value.

2.11 The tenders/bid shall be submitted online through the GeM portal and shall comply with all applicable GeM terms and conditions.

2.12 Each bidder shall submit only one bid, either in its individual capacity or as a representative of a firm. Submission of more than one bid by the same bidder shall render all such bids liable for rejection. The Bidder shall ensure compliance with the applicable provisions of the General Terms and Conditions of GeM, as amended from time to time.

Employer–Employee Relationship, Liability & Indemnity

2.13 Nothing contained in this contract shall be deemed to create any employer–employee relationship between Doordarshan/Prasar Bharati and the personnel deployed by the Contractor. The Contractor shall be the sole employer and shall be fully responsible for all statutory, contractual and legal obligations in respect of such personnel.

2.14 The Contractor shall be solely and fully responsible for the conduct, behaviour, acts and omissions of the personnel deployed by it and shall indemnify and keep indemnified Doordarshan Kendra, Bhubaneswar from and against all losses, damages, claims, liabilities, costs, expenses and legal proceedings, including statutory penalties and legal fees, arising out of or in connection with any act, omission, negligence, misconduct or breach of statutory obligations by the Contractor or its personnel.

2.15 The Contractor shall be solely and primarily responsible for payment of wages, statutory dues and all forms of compensation payable to the personnel deployed by it. Doordarshan Kendra, Bhubaneswar/ Bhawanipatna shall not be liable for such payments except to the extent required under applicable laws, if any, and in such cases, the same shall be recoverable from the Contractor.

Labour Laws, Wages & Statutory Compliance

2.16 The Contractor shall strictly comply with all applicable labour laws as consolidated under the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020, along with the rules, notifications, orders and amendments issued thereunder by the Government of India and the appropriate Government from time to time. The Contractor shall ensure payment of minimum wages in accordance with the provisions of the Code on Wages, 2019, at the rates notified by the appropriate authority, including the Chief Labour Commissioner (Central), Government of India.

2.17 The Contractor shall be solely responsible for deduction and deposit of all statutory contributions and dues, including those relating to EPF, ESI, Professional Tax and wages, in respect of the personnel engaged by it. ESI cards shall be issued to all eligible personnel, and for personnel not covered under ESI, the Contractor shall arrange appropriate insurance coverage for those deployed at Doordarshan Kendra, Bhawanipatna.

2.18 Documentary evidence in support of deposit of statutory dues and details of insurance coverage, as issued by the competent authorities, shall be submitted along with the monthly bills, failing which such bills shall not be processed for payment.

2.19 The Contractor shall comply with the provisions of the Income Tax Act, GST laws, Professional Tax and all other applicable tax laws, and shall be solely responsible for payment of all taxes, fees and statutory dues to the respective authorities.

2.20 The Firm has to pay the minimum wages to the DEO (Semiskilled) manpower as per the applicable rate, subject to vary time to time by the chief Labour Commissioner, Govt. Of India.

2.21 Doordarshan Kendra, Bhubaneswar/ Bhawanipatna shall have the right to verify wages payments and statutory compliance records at any time.

Personnel Deployment, Verification & Discipline

2.22 Personnel deployed by the Contractor/Bidder shall be of good character and medically fit for the duties assigned and shall be subject to satisfactory police verification conducted by the Contractor through the competent authority. In the event of any adverse police verification report or unsatisfactory antecedent verification, such personnel shall be replaced by the Contractor immediately, and in any case within a reasonable time, at no additional cost to Doordarshan Kendra, Bhawanipatna. The Contractor shall submit to Doordarshan Kendra, Bhawanipatna valid identity proof and address proof of all personnel deployed.

2.23 The maximum age limit for engaging DEO (Semiskilled) personnel shall be 60 years. Doordarshan Kendra, Bhubaneswar reserves the right to assess the suitability and skill proficiency of the personnel proposed to be deployed, including by conducting a skill test or evaluation, before or after deployment. Personnel found unsuitable shall be replaced by the Contractor at no additional cost.

2.24 A list of personnel proposed to be deployed in Doordarshan Kendra, Bhawanipatna shall be submitted to Doordarshan Kendra, Bhawanipatna prior to commencement of work.

2.25 The Contractor shall issue identity cards to all deployed personnel clearly indicating the place of deployment i.e. Doordarshan Kendra, Bhawanipatna. Entry into the campus without a valid identity card shall not be permitted.

2.26 The requirement of DEO (Semiskilled) personnel shall be as per the operational needs of Doordarshan Kendra, Bhawanipatna, which shall be communicated to the Contractor from time to time.

Attendance & Working Hours

2.27 The Contractor shall maintain attendance registers with in-time and out-time. No wages shall be payable for any unauthorized absence.

2.28 The DEO (Semiskilled) personnel shall normally carry out the work assigned to them within the time frame and during the working hours specified by Doordarshan Kendra, Bhawanipatna, and shall maintain discipline during their duty hours. Doordarshan Kendra, Bhawanipatna shall not be responsible for providing food or transport facilities to the DEO (Semiskilled) personnel deployed by the Contractor.

2.29 The deployed personnel may be assigned duties before 9:30 AM and/or beyond 6:00 PM, depending upon the exigencies of office and operational requirements. The total working hours shall be regulated in accordance with the applicable provisions of the Occupational Safety, Health and Working Conditions Code, 2020 and rules made thereunder.

Instructions & Penalty

2.30 The Contractor shall comply with all lawful instructions issued by the competent authority of Doordarshan Kendra, Bhubaneswar in connection with the work relating to DEO duties during the currency of the contract. In the event of any violation of such instructions, the Contractor may be liable to a fine, not exceeding Rs. 1,000/- per instance, as may be imposed by the competent authority after due consideration. Such fine shall be in addition to any other penalty or action provided for under the terms of this contract.

Termination

2.31 The contract may be terminated by Doordarshan Kendra, Bhubaneswar by giving one month's notice.

2.32 The Contractor may terminate the contract by giving three months' notice.

2.33 Doordarshan Kendra, Bhubaneswar reserves the right to terminate the contract immediately without notice in case of breach, misrepresentation, fraud or statutory non-compliance.

Other Terms and Conditions

2.34 Payments shall be made on a monthly basis, subject to certification by the competent authority and availability of funds. No interest shall be payable on delayed payments.

2.35 The payment to the Semiskilled manpower should be made at the end of the month/ within one week of completion of the previous month.

2.36 The Contractor and its personnel shall maintain strict confidentiality of all official data, information and systems accessed during deployment. Any breach shall invite termination and legal action.

2.37 Neither party shall be liable for failure to perform obligations due to force majeure events including acts of God, government orders, epidemics, natural calamities or events beyond reasonable control.

2.38 The Bidder shall comply with all applicable General Terms and Conditions, policies, guidelines and instructions of GeM, as amended from time to time. In case of conflict, GeM provisions shall prevail.

Tender Opening & Authority

2.39 Tenders shall be opened online through the GeM portal.

2.40 The competent authority of Doordarshan Kendra, Bhubaneswar reserves the right to accept or reject any tender without assigning any reason.

2.41 The decision of the DDG(E), Doordarshan Kendra, Bhubaneswar shall be final and binding.

2.42 All disputes shall be subject to the exclusive jurisdiction of courts at Bhubaneswar, Odisha, and governed by the laws of India.



(Aurobinda Mishra)

Assistant Engineer/HOE

Doordarshan Kendra, Bhawanipatna

Under Cluster Head Doordarshan Kendra, Bhubaneswar