

**DIRECTORATE OF EXPORT PROMOTION & MARKETING, ODISHA, RAPTANI  
BHAWAN, 1<sup>ST</sup> FLOOR NAYAPALLI, BHUBANESWAR.**

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**TENDER NOTICE**

No.VEMET- 28/2018- 5413/EP&M, dt.03.08.2018

Tender Notice for award of contract for providing of services of Watchman and Sweepers for a period of one year.

Sealed Tenders are invited from the Registered and reputed Manpower Agencies/ Service providers to provide the services of 03 nos. of Watchman and 02 nos. of Sweepers for a period of one year for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender document which shall be downloaded from the website [www.depmodisha.nic.in](http://www.depmodisha.nic.in) within the period from 06.08.2018 to 23.08.2018. The last date and time for submission of Tender document is 23.08.2018 by 5.00 P.M. The tender documents shall be dropped in the Tender Box kept in the office of the Director, Export Promotion and Marketing, Odisha, Bhubaneswar.

The tender is invited under two **Bid systems i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelope super scribing "Technical Bid for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Odisha, Bhubaneswar" and "Financial Bid for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Odisha, Bhubaneswar". Both the sealed envelope should be kept in a third sealed envelope super scribing "**Tender for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Odisha, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar**".

The various crucial dates relating to "Tender for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar" are cited as under :

- |   |   |
|---|---|
| (a) Period of Download of Tender document :             | 06.08.2018 to 23.08.2018                        |
| (b) Date and time of submission of Tender document. :   | 06.08.2018 to 23.08.2018<br>during office hour. |
| (c) Date and time for opening of                        |   |
| (i) Technical Bid :                                     | 24.08.2018 at 11.00 A.M.                        |
| (ii) Financial Bids only who qualify in Technical Bid : | 25.08.2018 at 11.00 A.M.                        |

The undersigned reserves the right to allow/ reject any/all bids without assigning any reason thereof.

Sd/-S.K.Jena  
DIRECTOR, E.P. & M.

**DIRECTORATE OF EXPORT PROMOTION & MARKETING, ODISHA, RAPTANI  
BHAWAN, INDRADHANU MARKET, NAYAPALLI, BHUBANESWAR-751015.**

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**Tender Document**

Services of 03 nos. of Watchman and 02 nos. of Sweepers are required for engagement in the Directorate of Export Promotion & Marketing, Odisha, Bhubaneswar (Head office) and Sub-ordinate offices located at Cuttack, Angul, Rourkela & Berhampur as given below on Outsourcing basis through the Registered /Reputed established Man Power Service provider.

- i) For Directorate of EP&M,  
Odisha, Bhubaneswar (Head office) : 01 Sweeper
- ii) For Testing Laboratory, Angul  
under DEP&M : 01 Sweeper.
- iii) For Testing Laboratory, Cuttack  
Under DEP&M. : 01 Watchman
- iv) For Testing Laboratory, Rourkela  
under DEP&M : 01 Watchman.
- v) For Testing Laboratory, Berhampur,  
under DEP&M. : 01 Watchman.
  
- (a) Period of Download of Tender document : 06.08.2018 to 23.08.2018
- (b) Date and time for submission of  
Tender document. : 06.08.2018 to 23.08.2018  
During office hour.
- (c) Date and time for opening of
  - i) Technical Bids : 24.08.2018 at 11.00 A.M.
  - ii) Financial Bids of eligible Bidders : 25.08.2018 at 11.00 A.M.

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Watchman and Sweeper for day to day official work.
2. The agreement for providing the aforesaid manpower is likely to commence after finalization of the process. The period of the agreement is one year which may be extended beyond one year provided the requirement of the Directorate for manpower persists at that time or may be curtailed/ terminated before one year owing to regular recruitment or deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Directorate's requirements. The Director, reserves right to terminate the agreement at any time without assigning any reason thereof.
3. This Directorate has tentative requirement for 3 nos. of Watchman to watch & ward and 02 nos. of Sweepers. The requirements may increase / decrease in any / all the categories.
4. The interested Manpower Service Providers may drop the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- and other requisite documents by 24.07.2018 up to up to 5.00.PM in the Tender Box kept in the office of the Directorate of Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar-15.
5. The various crucial dates relating to "Tender for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar" are cited as under :

(d) Period of Download of Tender document : 25.06.2018 to 24.07.2018

(e) Date and time of submission of Tender document.

: 25.06.2018 to 24.07.2018  
during office hour.

(f) Date and time for opening of

(iii) Technical Bid : 25.07.2018 at 11.00 A.M.

(iv) Financial Bids only who qualify  
in Technical Bid :26.07.2018 at 11.00 A.M.

6. The tender is invited under two **bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelope super scribing “**Technical Bid for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar**” and “**Financial Bid for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar**”. Both the sealed envelope should be kept in a third sealed envelope super scribing “Tender for Providing Manpower Services to the office of the Directorate of Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar”.
7. The Earnest money deposit (EMD) of Rs.50,000/-(Rupees Fifty thousand) only, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay order drawn in favour of the Director, Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar failing which the tender shall be summarily rejected.
8. The EMD of the successful Service provider will not be refunded and the said EMD will be kept as security money.
9. The tendering Manpower Service providers are required to enclose photo copies of the following self attested documents along with the Technical Bid, **failing which their bids shall be summarily / out right rejected and will not be considered any further :**
  - (a) Registration certificate of the applicant organisation;
  - (b) Copy of PAN / GIR card;
  - (c) Copy of the IT return filed for the last three financial years;
  - (d) Copies of EPF and ESI certificates;
  - (e) Copy of the Goods Service Tax (GST) registration certificate;
  - (f) Copy of pass Book of the Bank Account containing transactions of last 06 months.
10. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
11. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised 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 cutting, if any, in the Technical Bid Application must be initialled by the person authorised to sign the tender bids.

12. The Technical bids shall be opened on the scheduled date and time at 11.00 AM on 25.07.2018 in the office chamber of the Director, Export Promotion & Marketing, Odisha, Bhubaneswar in the presence of the Manpower Service Providers/his authorised representative duly authorised by the service provider who wish to be present on the spot at the time of opening of the bids.
13. The Financial Bid of only those tenders will be opened whose Technical bid is accepted. The financial bids shall be opened at 11.00 A.M on 26.07.2018 in the office chamber of the Director, Export Promotion & Marketing, Odisha, Bhubaneswar in the presence of the service providers/authorised representative of the Manpower Service Providers, who wish to be present on the spot at that time.
14. The Authority i.e. Director, Export Promotion & Marketing, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar reserves the right to allow/reject any/all bids without assigning any reason thereof.

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

1. The tendering manpower service provider should fulfil the following technical specifications :
  - (a) The registered office or one of the branch offices of the manpower service provider should be located within Odisha. The manpower service provider should provide the name, designation and contact number of the person to liaise in case of necessity.
  - (b) Must be registered with the appropriate registration authority;
  - (c) Must have at least **two/three years** experience in providing manpower to Government Departments, Public Sector Companies/ Banks etc;
  - (d) Must have own Bank Account;
  - (e) Must be registered with Income Tax and Service Tax Departments;
  - (f) Must be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (g) Must have any other regulatory clearance that may be required for providing manpower services.

**APPLICATION - TECHNICAL BID**

For Providing Manpower Services to the Directorate of Export Promotion & Marketing, Odisha, Bhubaneswar.

1. Name of the Tendering Manpower Service Provider :.....
2. Details of Earnest Money Deposit : DD No.....dt.....  
of Rs.....drawn on Bank.....
3. Name of Proprietor / Partner/Director.....  
.....  
.....
4. Full Address of Registered: .....  
.....  
.....  
Telephone No. : \_\_\_\_\_  
Fax No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
5. Full address of Operating  
Branch office : \_\_\_\_\_  
.....  
.....  
Telephone No. : \_\_\_\_\_  
Fax No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
6. Name & Telephone No.of : \_\_\_\_\_  
Authorised officer/ person  
to liaise with Field Office(s)
7. Bank of the Manpower Service Provider : \_\_\_\_\_  
(Attach certified copy of statement of \_\_\_\_\_  
A/c for the last Six months) \_\_\_\_\_  
  
Telephone Number of Banker : \_\_\_\_\_
8. PAN/GIR No. \_\_\_\_\_  
(Attach attested copy)
9. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)



10. E.P.F. Registration No. : \_\_\_\_\_  
(Attach attested copy)

11. E.S.I. Registration No. : \_\_\_\_\_  
(Attach attested copy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial years.

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2015 - 2016		
2016- 2017		
2017- 2018		

13. Additional information, if any :

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handle by the tendering Manpower Service Provider during the last three years in the following format.

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

Sl. No.	Name of client, address, telephone & Fax No.	Manpower Services provided		Amount of Contract (Rs. Lacks)	Duration of contract	
		Type of Manpower provided	No.		From	to

15. Additional information, if any  
(Attach separate sheet, if required)

Signature of authorised person

Date :

Name :

Place :

Seal :

**DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife.....  
.....of Shri \_\_\_\_\_ Proprietor  
/Director /Authorised signatory of the Service Provider, mentioned above,  
am competent to sign this declaration and execute this tender document ;
  
2. I have carefully read and understood all the terms and conditions of the  
tender and undertake to abide by them;
  
3. The information/documents furnished along with the above application are  
true and authentic to the best of my knowledge and belief, I/we, am /are  
well aware of the fact that furnishing of any false information/ fabricated  
document would lead to rejection of my tender at any stage besides  
liabilities towards prosecution under appropriate law.

Date :	Signature of authorised person
Place :	Full Name :
	Seal :

### APPLICATION - FINANCIAL BID

For Providing Manpower Assistance to Directorate of Export Promotion & Marketing,  
Odisha, Bhubaneswar.

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

Sl. No.	Manpower Type	Monthly Rate per person						
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	Total Per person
1.	Watchman							
2.	Sweeper							

- Minimum take home remuneration per person should be Rs.8070/- for Watchman and Sweeper.
- The employer's contribution towards EPF and ESI for personnel outsourced through service providers will be reimbursed over and above the amount of consolidated remuneration subject to satisfactory proof of such contribution as per the guidelines issued by Finance Department circulation No.11835/F, dt.31.03.2018.

Date :

Signature of authorised person

Place :

Full Name :

Seal :

**Notes :**

1. The payment shall be made at the end of the calendar month only.

## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence from the date of engagement and will continue for one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire after one year unless extended further by the mutual consent of the manpower Service provider and the Director, EP&M.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Director, EP&M.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Director, EP&M.
5. The Directorate of EP&M, at present has tentative requirement of 3 nos. Watchman & 2 nos. Sweeper as stated above on urgent basis. The requirement of the Directorate may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Director, EP&M while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action besides termination of the agreement.
7. The Director, EP&M reserves the right to terminate the agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The person deployed shall be required to report for work to the Director or Deputy Director or such other officer as may have kept in charge of the office Establishment of the office concerned and would work as per Government norms and duty chart and may also be required to work beyond office hours for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on the occasions, proportionate deduction from the remuneration for one day will be made.
9. The persons deployed may be called on holidays to attend duty in case of exigency and shall not be paid extra remuneration for attending such duty.

10. The Manpower Service Provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the Directorate/Testing Laboratories so that optimum services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Directorate or office concerned shall be that of the manpower service provider. The Directorate or office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Directorate or office concerned.
12. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Directorate or office concerned.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Directorate shall, in no way, be responsible for settlement of such issues whatsoever.
14. The Directorate shall not be responsible for any financial loss or any injury to any person deployed by the manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.
15. The persons deployed by the manpower Service Provider shall neither claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the agreement.
16. In case of termination of this agreement on its expiry or otherwise the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act,1970 if any, at his own part and cost.\*

19. 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. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Directorate or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

### **LEGAL**

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Directorate or office concerned. The Directorate or office concerned shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Directorate or office concerned 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 Directorate or office concerned.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same on demand, to the authority of the Directorate or office concerned or any other authority under Law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Directorate or office concerned .

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Directorate or office concerned is put to any loss/ obligation, monetary or otherwise, the Directorate or office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Directorate or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Directorate or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

### **FINANCIAL**

29. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.50,000/- refundable in the form of Demand Draft/ Pay Order drawn in favour of Director, Export Promotion & Marketing, Odisha, Raptani Bhawan, 1<sup>st</sup> Floor, Nayapalli, Bhubaneswar failing which the tender shall be rejected out rightly.
30. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
31. The successful tenderer will have to deposit a security amount of Rs.60,000/- (one month employee cost including statutory dues) in the form of fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Director, Export Promotion & Marketing, Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
32. The successful tenderer will have to deposit a Performance Security Deposit of Rs.50,000/- (Rupees Fifty thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Director, Export Promotion & Marketing, Odisha, Bhubaneswar 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 tenderers. The amount of Performance Security Deposit is to be determined by the Authority taking into account the contractual obligation of the Manpower Service Provider.

- 33.** In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the agreement.
- 34.** The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Directorate or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 35.** The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or office concerned.
- 36.** The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
- 37.** The Director, Export Promotion & Marketing, Odisha, Bhubaneswar 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.
- 38.** In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. The decision of the Director, EP&M shall be binding to the Manpower Service Provider.
- 39.** All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 40.** The successful bidder will enter into an agreement with this Directorate for supply of suitable and qualified manpower as per requirement of this Directorate on the terms and conditions.



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

1. Application - Technical Bid;
2. Self Attested copy of registration of agency;
3. Self attested copy of the statement/Pass Book of Bank Account of agency for the last six months
4. Self Attested copy of PAN/GIR Card;
5. Self Attested copy of the latest IT return filed by agency;
6. Self Attested copy of Goods Service Tax registration (GST) certificate;
7. Self Attested copy of the P.F. registration letter/ certificate;
8. Self Attested copy of the E.S.I. registration letter/ certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Certificate documents in support of entries in column 13 of Technical Bid application.
11. Copy of the terms and conditions at pages 12 to 16 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower short listed by agency for deployment in Directorate of Export Promotion & Marketing, Odisha, Bhubaneswar, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.