# **GOVERNMENT OF ODISHA**



**DEPARTMENT OF WATER RESOURCES** 

# GANGADHAR MEHER LIFT IRRIGATIONPROJECT, DIVISION NO-III, BURLA

# **BID DOCUMENTS**

**Name of the Work:-**" Providing man power service to Gangadhar Meher Lift Irrigation Project Division No-III, Burla through outsourcing from date 02.07.2022 to 31.03.2023."

Certifiedthatthebid documentcontaining24(Twentyfour)Nos.pages

ServiceProviderSUPERINTENDING ENGINEER

GANGADHAR MEHER LIFT IRRIGATIONPROJECT DIVISION NO-III ,BURLA

#### OFFICE OF THE SUPERINTENDING ENGINEER, GANGADHAR MEHER LIFT IRRIGATION PROJECT DIVISION NO-III, BURLA (Email Address:eegmlcdiv@gmail.com) Tender Call Notice No. 01 /2022-23

#### LetterNo.792

#### /Dt:09.06.2022

The Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla invites sealed cover tender in the prescribed form, on behalf of the Governor of Odisha from reputed and experienced manpower service provider for providing Outsourcing Personnel in the office of the Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla The details of the bidding process are asfollows:

| Sl.No | Name of the work                                    | Manpower            | Nos |
|-------|---|---------------------|-----|
|       | Providing man power service to Gangadhar Meher Lift | Night Watchman-cum- | 01  |
| 01    | Irrigation Project Division No-III, Burla through   | sweeper             |     |
|       | outsourcing from date 02.07.2022 to 31.03.2023.     | Attendant(Peon)     | 02  |
|       | -   |                     |     |

| Cost of Bid Document                        | Sale of Bid Document    |                          | Receiptof<br>Bid | Opening of Bid |
|---|-------------------------|--------------------------|------------------|----------------|
| ₹ 2000/-(Two Thousand)<br>(Cash/DD By hand) | From                    | То                       | 29.06.2022 up    | 29.06.2022 At  |
| ₹ 2000/-(Two Thousand)                      | 18.06.2022<br>(10.00AM) | 27.06.2022<br>(05.30 PM) | to 11AM          | 11.30 AM       |
| (DD) (In case of download of document)      |                         |                          |                  |                |

1. The details are available in office of the Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla during office hours and also in the websites <u>http://dowrodisha.gov.in</u>, <u>http://odisha.gov.in</u> and <u>https://sambalpur.nic.in</u>.

2. The Bid Document may be purchased by hand from office of the Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla on any working day during office hours (except Govt. Holidays) on deposit of cost of tender document as indicated in the above table in shape of cash/ account payee Demand Draft (Non-refundable) from any Nationalised Bank drawn in favour of Superintending Engineer Gangadhar Meher Lift Irrigation Project Division No-III, **Burla**.

3.The Bid Document can also be downloaded from the Govt. Web sites *https://dowrodisha.gov.in* or *https://odisha.gov.in* or *https://sambalpur.nic.in*. However, the cost of Bid document as indicated in the above table must be deposited with the Bid documents in shape of account payee Demand Draft from any Nationalised Bank drawn in favour of Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, **Burla**, otherwise, the Bid will be rejected. The Bid Calling Authority will not be responsible for missing of any pages, while downloading the Bid document.

4. The Bid will be received and opened in the office of the Superintending Engineer Gangadhar Meher Lift Irrigation Project Division No-III, **Burla**, as per the date and time indicated in the above table in the presence of the Bidders or their authorized representatives, if so they desire. If the last date of purchase of the Bid document/ date of receipt of Bid and date of opening of Bid happens to be a holiday, then the date will be deferred to the next working day, however, the time and venue shall remain unaltered.

5. Bids through Post/Courier/Fax/Telegram/e-mail will not be accepted.

6. An affidavit should be furnished by the bidders that the information and documents provided by him / her are correct and genuine.

7. The Bids received in incomplete shape or after the schedule date and time fixed shall be summarily rejected.

8. The Bid Calling Authority reserves the absolute right to accept or reject any or all Bids without assigning any reason thereof.

Sd/-

Superintending Engineer Gangadhar Meher Lift Irrigation Project Division No-III,Burla

Memo No 793 /Dated 09.06.2022

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha, Secha Sadan, Bhubaneswar / Chief Engineer & Basin Manager, Mahanadi Basin, Burla / Additional Chief Engineer, Gangadhar Meher Lift Irrigation Project, Burla for favour of kind information.

Sd/-

Superintending Engineer

Memo No 794(WE) /Dated 09.06.2022

Copy along with Soft Copy. & hard copy of Paper Publication Notice submitted to the Deputy Director-cum-Deputy Secretary (Advertisement), Information & Public Relation Department, Office of the Director of Public Relation, Govt. of Odisha, Bhubaneswar for kind information and necessary publication in most widely circulated two odia dailies on or before <u>17.06.2022</u>. The soft copy of the notice also sent through Mail Id: <u>iprsec.or@nic.in/ ipr.advt@gmail.com</u>. Action may please be taken to consume minimum possible space for the publication. The advertising agencies may kindly be requested to send complimentary copies of the publication to the undersigned for necessary reference.

Encl: 1. Bid Call Notice - Hard & soft Copy

2. Short version of the paper publication Notice

Sd/-Superintending Engineer

Memo No 795(WE) /Dated: 09.06.2022

Copy along with Soft Copy & hard copy of Bid Call Notice and Bid documents submitted to the Director, Monitoring and Evaluation, Office of the Engineer-in-Chief, Water Resources, Odisha, Secha Sadan, Bhubaneswar for favour of kind information with a request for posting of Bid Call Notice with Bid documents on DOWR website <u>www.dowrodisha.gov.in</u> by <u>17.06.2022</u>. The soft copy of the Bid call notice alongwith Bid documents also sent through Mail Id: <u>ddmis-eicwr.od@nic.in</u>.

Encl: 1) Bid Call Notice and Bid documents Soft copy.

2) Bid Call Notice - Hard copy.

Sd/-Superintending Engineer

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Copy along with Soft Copy & hard copy of Bid Call Notice and Bid documents submitted to the Technical Head, State Portal Group, NIC, Odisha Secretariat, Bhubaneswar with a request for posting of Bid Call Notice with Bid documents in Govt. website www.odisha.gov.in by 17.06.2022. The soft copy of the Bid call notice alongwith Bid documents also sent through Mail Id: tendersorissa@gmail.com.

Encl: 1) Bid Call Notice and Bid documents Soft copy 2) Bid call Notice - Hard copy.

Memo No: 797 /Dated: 09.06.2022 Copy submitted to the Director, Printing, Stationary & Publication, Odisha, Cuttack for publication in Gazette / Deputy Director, National Informatics Centre, Bhubaneswar for favour of information.

Sd/-

Superintending Engineer

Sd/-Superintending Engineer

Sd/-Superintending Engineer

/Dated: 09.06.2022 Memo No 798(WE) Copy along with Soft Copy & hard copy of Bid Call Notice and Bid documents submitted to the Technical Director & District Informatics Officer, Sambalpur for information and necessary action with a

request to display the Bid call notice with Bid documents in http://sambalpur.nic.in by 17.06.2022. The soft copy of the Bid call notice along with Bid documents also sent through Mail Id: orisam@nic.in.

Encl: 1) ) Bid Call Notice and Bid documents Soft copy 2) Bid call Notice - Hard copy.

799 Memo No /Dated: 09.06.2022

Copy submitted to the Collector, Sambalpur/ Superintendent of Police, Sambalpur for favour of kind information.

Superintending Engineer Memo No: 800 /Dated. 09.06.2022 Copy forwarded to the Superintending Engineer, Additional Spillway Division, Burla/ Superintending Engineer, Burla Irrigation Division, Burla / Superintending Engineer, Sambalpur Irrigation Division, Sambalpur/ Superintending Engineer, Main Dam Division, Burla /Executive Engineer, Additional Spillway Mechanical Division, Hirakud for information and necessary action.

Sd/-

/Dated: 09.06.2022 Memo No: 801 Copy to all Sub-Divisional Officers / D.A.O. / Cashier / Auditor of this Division for information and necessary action.

Superintending Engineer

Sd/-

Superintending Engineer

Memo No: 802 /Dated: 09.06.2022

Copy of Bid Call Notice to the Notice Board of Division Office.

Sd/-Superintending Engineer

## Sd/-

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#### SECTION-I Instruction to Bidders

#### A. GeneralInformation:

**1.** Office of the Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla requires the service of reputed, well established, financially sound and registered Service Providers to provide adequately trained and disciplined man power at Division Office, Burla as per the requirement for day to day work or as assigned tothem.

2. The period of contract for providing the aforesaid service will be **Up to 31.03.2023**. The contract period may be extended on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the serviceprovider.

**3.** The interested bidders may visit the location on any working day in the office hours to have a thorough knowledge of the work to be performed before preparation and submission of thebid.

| Sl.<br>No. | Eligibility Criteria   | Supporting documents to<br>be furnished along with the<br>Bid  |
|------------|--|--|
| 1          | <ul> <li>The bidder should be registered<br/>under appropriate authority, suchas</li> <li>Registered under the Companies Act2013</li> <li>Registered under the Indian<br/>PartnershipAct 1932</li> <li>Registered under the Indian Trusts Act1882</li> <li>Registered under the<br/>Societies Registration Act1860.</li> <li>Registered under the<br/>LimitedLiability Partnership<br/>Act2008.</li> </ul> | Certificate of<br>Incorporation/<br>Registration   |
| 2          | The bidder must have at least three years in<br>business (up to the last date of submission of bid)<br>for providing similar type of services<br>toCentral/State Government/Autonomous bodies /<br>agencies / societies / corporatebodies.   | Experience certificate from the previous authorities mentioning the period of service up-to <b>31th March 2022</b> |

#### **Eligibility Criteria:**

| SI.<br>No. | Eligibility Criteria   | Supporting documents to<br>be furnished along with the<br>Technical Bid   |  |
|------------|--|---|--|
| 3          | The Registered Office / Branch Office of the Service<br>Provider must be located within the State of Odisha.   | Valid address proof of the office<br>(Copy of latest Telephone /<br>Electricity Bill)   |  |
| 4          | Must have average annual financial turnover of <b>Rs.</b><br><b>0.3 Crore</b> during the last three financial years as on Dt. <b>31.03.2022</b>                            | Copies of audited Income/<br>Expenditure Statement and Balance<br>sheet for the concerned period.<br>(2019-20, 2020-21 & 2021-2022)   |  |
| 5          | Must have its own bank account in<br>any scheduled bank situated in<br>Odisha.   | Copies of the bank pass book and<br>transaction statement for the<br>last 6 months. (Oct, 2021 to<br>March 2022)  |  |
| 6          | The agency should not have been blacklisted by any<br>Central / State government, or any other public<br>sector undertaking or a corporation as on the date of<br>this RFP | to be furnished by the bidder   |  |
| 7          | Must not have any pending judicial proceedings<br>for any criminal offence against the proprietor<br>/Director/Persons to be deployed by the Service<br>Provider           | An undertaking to this effect to be<br>furnished by the bidder as per the<br>prescribed format.<br>[Form – T3]  |  |
| 8          | Other Statutory Documents:   | <ul> <li>Copies of :</li> <li>PAN,</li> <li>GSTIN,</li> <li>Copies of EPF &amp; ESI<br/>RegistrationCertific<br/>ate</li> <li>IT return for the last 3<br/>assessment<br/>year(2019-20, 2020-21<br/>&amp;2021-22)</li> <li>Form T1 must be<br/>filledup correctly.</li> </ul> |  |

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#### **B.** Submission of Bid:

The proposal completes in all respect as specified must be accompanied with a Nonrefundable amount **₹. 2000/- (Rupees Two Thousand)** towards cost of tender documentsand no provision regarding "Bid Security"/ EMDas per finance department memorandum 8484 dated05.04.2022at the time of submission ofbid".

Selected bidder will have to deposit a Performance Security (3% of the annual contract value) in the form of Deposit Receipt from any scheduled Bank situated within Odisha in favor of Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla payable at Burlafor a period of three months beyond the contract period. (i.e. Deposit Receipt must be valid from the date of effectiveness of the contract to a period of three months beyond the contract 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 Deposit Receipt. The Deposit Receipt shall be released immediately after three months of expiry of the contract period provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Deposit Receipt. In case, the contract is further extended beyond the initial contract period, the Deposit Receipt will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of thetender.

#### C. List of Documents forsubmission

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

- a) Covering letter along with power of attorney on the bidder's letterhead
- b) Copy of Certificate of Incorporation of the firm /agency
- c) Copy of GSTIN
- d) Copy of PAN
- e) Copies of IT returns for the last three assessmentyears
- f) Copies of EPF&ESI RegistrationNumber
- g) Copy Bank Account details
- **h)** Copies of the Income/Expenditure statements along with Balance Sheet for the last 03 years.
- i) Copies of experience certificate from the previous organizations for provided services during last 03 years.
- j) Undertaking regarding non-blacklisting (On stamppaper)
- k) Undertaking regarding non-pending of any judicial proceedings (On bidder's letterhead)

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 along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The Bid will be opened on 29.06.2022 at 11.30 AM in presence of the authorized representatives of the bidder who wish to be present on the spot at that time.

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 <u>90 days</u> 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.

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

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to 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 two or more bidders having lowest evaluated bid (L-1), fulfilled all terms and conditions of bid document, then the bidder will be selected through a transparentLottery.

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.

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#### SECTION-II SCOPE OF THE WORK

- 1. Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla invites sealed bids from the eligible bidders to provide Outsourcing Personnel for Division Office, Burla
- 2. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevantknowledge.
- **3.** The Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla shall verify the qualification and experience of the Candidates for performing the defined responsibilities assigned by the authority from time to time. The Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla will select the deserving candidate to work in theabove.
- 4. The manpower service provider should have an empaneled list of trained/experienced Outsourcing personnel so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition.
- **5.** The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by both theparty.
- 6. The manpower deployed by the service provider will required to report for work at scheduled time fixed by the Govt. or the authority in normal case and may also be required to work beyond the office hour in exceptional cases for which he would not be paid any extra remuneration.
- 7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintainconfidentiality.
- **8.** The service provider may 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.
- **9.** 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 designatedofficer.
- **10.** The entire financial liability in respect of manpower services deployed 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 deployed a sum not less than the proposed monthly remuneration as mentioned in the financialbid.

ServiceProvider

- **11.** 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 ServiceProvider.
- **12.** 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.
- **13.** The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged 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 their respective Bank Account.
- **14.** The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 workingdays.

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| Sl.<br>No | Manpower                              | Age<br>Limit        | Qualification   | Work<br>Experience | Remuneration<br>(MinimumTak                                | Job<br>Description                                     |
|-----------|---------------------------------------|---------------------|---|--------------------|--|--|
| •         |                                       |                     |   |                    | e<br>Home<br>Remuneration)                                 |  |
| 1         | Night<br>Watchman-<br>cum-<br>Sweeper | 21 to<br>60<br>year | Under<br>Matricul<br>ation<br>She/ He<br>should<br>have<br>good<br>moral<br>character<br>and must<br>be well<br>behaving<br>to his<br>authority.                                  | -                  | As per the<br>notificationof<br>Govt. from time<br>to time | • Responsible<br>to carry out<br>orders<br>ofauthority |
| 2         | Attendant<br>(Peon)                   | 21 to<br>60<br>Year | <ul> <li>UnderMat<br/>riculation</li> <li>She/ He<br/>should<br/>have<br/>good<br/>moral<br/>character<br/>and must<br/>be well<br/>behaving<br/>to his<br/>authority.</li> </ul> | -                  | As per the<br>notificationof<br>Govt. from time<br>to time | • Responsible<br>to carry out<br>orders<br>ofauthority |

# (Prescribed Qualification & Experience of the Manpower)

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#### **SECTION -III**

#### **Schedule of Requirement:**

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

| Sl.<br>No. | Description                | Requirement |
|------------|----------------------------|-------------|
| Manp       | ower                       |             |
| 1          | Night Watchman-cum-Sweeper | 0 1 No.     |
| 2          | Attendant (Peon)           | 0 2 Nos.    |
|            | Total                      | 03 Nos      |
|            |                            |             |

(To be filled up by the Tender Inviting Authority)

[NB: All the scopes are tentative & can be modified as per the requirement of the tender inviting authorityStrike out the service which is not required for the purpose]

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#### 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 deployed 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 requiredservice.
- 2. Persons to be deployed by the Service Provider should be above 21 years of age and not exceeding 60 years and physically sound to perform theduties.
- **3.** The Service Provider will be overall responsible for the manpower deployed 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 anycompensation.
- 4. The Service provider shall be solely responsible for compliance to the provisions of various Labor 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'slocation.
- 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 thepurpose.
- 6. The Service Provider shall maintain personal file in respect of all the staff who are deployed 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/ESIC Detailsetc.
- 7. The manpower to be deployed 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 recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
- 8. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such arequest.
- **9.** The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of theAuthority.
- **10.** 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 orotherwise.

- 11. 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 befixed.
- 12. 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 toterminatethecontractortakeanyotheractionwithoutassigninganyreasonwhatsoever.
- 13. 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 within3 working days.
- 14. 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 succeedingmonth.
- 15. 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. The rates quoted by the bidder are GST mentioned. GST as applicable shall be paid over and above the billamount.
- 16. 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 thisagreement.
- 17. The Services Provider shall raise the bill, in duplicate, 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 first week of the succeedingmonth.
- **18.** 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 necessaryrecords.
- **19.** In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of AdministrativeDepartments.
- **20.** 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 ServiceProvider.
- **21.** The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of theAuthority.
- **22.** 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 laterstage.

- **23.** In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on allparties.
- 24. 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 performancesecurity. 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.
- **25.** The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis- representation of documents/ information, leads to termination of agreement.

ServiceProvider

#### $\underline{SECTION - V}$

#### TECHNICAL BID

#### <u>COVERING LETTER</u> (BIDDER LETTER HEAD)

Burla:..... Date:....

The Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla.

Sub: Tender for Engagement of Service Personnel through service provider on outsourcing basis in O/o the Superintending Engineer, Gangadhar Meher Lift Irrigation Project Division No-III, Burla

Dear Sir,

То

I, the undersigned, offer to participate in the tender process to provide services for Manpower in accordance with your Tender Notice No.: 01/2022-23. We are hereby submitting our proposal, which includes Bid Proposal sealed in 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 <u>90</u> <u>**Days**</u> 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.

I remain,

Yours' faithfully

(Signature of the Bidder) Name:

Address of the Bidder:

ServiceProvider

| (FORM - | - T1) |  |
|---------|-------|--|
|         |       |  |

| 1. | Name of the Bidder                    |                       |
|----|---------------------------------------|-----------------------|
| 2. | Details of Bid Processing<br>Fee      | No.:                  |
|    |                                       | Date:                 |
|    |                                       | Amount (Rs.)          |
|    |                                       | Drawn on Bank:        |
| 3. | Full Address of                       | Postal Address:       |
|    | Registered Office                     | Telephone No.:        |
|    |                                       | FAX No.:              |
|    |                                       | E-Mail Address:       |
| 4. | Name & telephone number of            | Name and Designation: |
|    | the authorized person signing the bid | Mobile Number:        |
|    |                                       |                       |
| 5. | Bank Name                             | Account Number:       |
|    |                                       | Bank and Branch Name: |
|    |                                       | IFSC Code             |
| 6. | PAN No.                               |                       |
| _  | (Attach self attested copy)           |                       |
| 7. | GSTIN<br>Attach self attested copy.)  |                       |
| 8. | E.P.F. Registration No.               |                       |
|    | (Attach self attested                 |                       |
| 9. | copy.)<br>E.S.I. Registration No.     |                       |
|    | (Attach self attested                 |                       |
|    | copy.) Attach attested                |                       |
|    | copy)                                 |                       |
| 10 | Acceptance to all the terms &         |                       |
|    | conditions of the tender (Yes/No).    |                       |
| 11 | Power of Attorney /                   |                       |
|    | authorization letter for signing      |                       |
|    | the of the bid documents              |                       |

| 12 | Please submit an undertaking     |  |
|----|----------------------------------|--|
|    | that no criminal case is pending |  |
|    | with the police at thetime of    |  |
|    | submission of bid.               |  |
| 13 | Kindly mention the total         |  |
|    | number of pages in the           |  |
|    | tender document.                 |  |

## 14. FinancialTurnoverofthebidderforthelast3financialyears.(\*)

| Financial<br>Year * | Turn Over Amount (In INR) | Average<br>Turnover<br>(in INR] |
|---------------------|---------------------------|---------------------------------|
| FY1                 |                           |                                 |
| FY2                 |                           |                                 |
| FY3                 |                           |                                 |

\*from the date of issue of tender

### 15. Detailsofthesimilartypeserviceprovidedbythebidderinlast3years:

| SI.<br>No. | Period | Name<br>ofAuthority<br>with Complete<br>Address<br>& Faxno | Type of services<br>provided with<br>details of<br>manpower<br>/machinery<br>deployed | Contract<br>Amount<br>(in INR) | Durati<br>From | ion<br>To |
|------------|--------|--|---|--------------------------------|----------------|-----------|
| 1          |        |  | deproyed  |                                |                |           |
| 2          |        |  |   |                                |                |           |
| 3          |        |  |   |                                |                |           |

#### 16. Declaration

I, Shri Son/Daughter/Wife ofShri

, Proprietor/ Director/ Authorized signatory of \_\_\_\_\_

(Name of the Service Provider), competent to sign this declaration and execute thistender;

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

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.

#### (Signature of Authorized Representative with seal)

Place: .....

Date: .....

#### **Enclosures:**

- Bid Processing Fee in the form of Demand Draft inoriginal
- Copy of tender document (each page must be signed andsealed)
- Duly filled Technical Bid and FinancialBid
- List of Documents asapplicable

ServiceProvider

#### FORM-T2

#### **UNDERTAKING**

# [On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

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

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory : Name of the Bidder and Address :

#### FORM-T3

#### **UNDERTAKING**

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

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

I/we further certify that Proprietor/Director/Persons to be deployed by our company of 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 Signature

(In full and initials)

Name and Designation of the Signatory: Name of the Bidder and Address:

ServiceProvider

#### FORMAT OF PERFOMANCE SECURITY DECLARATION FROM BIDDERS IN LIEW OF EMD (On Bidders Letter head)

| I/We the authorised signatory of M/s             |
|--|
| Participating in the tender for the tender work" |
|  |
| Vide Tender call Notice No                       |
| , do hereby declare:                             |

That in the event we withdraw/modify our bid during the period of validity or I/We fail to execute format contract agreement within the given timeline or I/We commit any breach of tender conditions/contract which attracts penal action of forfeiture of EMD and I/We will be suspended from being eligible for bidding/award of all future contracts(s) of Government of Odisha for a period of three year from date of committing such breach

#### Signature and seal of Authorised Signatory bidder

Name of the Authorised Signatory.....

Company Name.....

ServiceProvider

### SECTION – VI APPLICATION-FINANCIAL BID

Name of the Work:-" Providing man power service to Gangadhar Meher Lift Irrigation Project Division No-III, Burla through outsourcing from date 02.07.2022 to 31.03.2023."

- 1. Name of tendering Manpower Serviceprovider.
- 2. Rate per person per day (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cessetc.

|            |                                |                        | Man-Day Rate<br>per Person |     |     |                                      |                   |     |                                      | Total                     |
|------------|--------------------------------|------------------------|----------------------------|-----|-----|--------------------------------------|-------------------|-----|--------------------------------------|---------------------------|
| Sl.<br>No. | Manpower Type                  | Nos of<br>Man<br>Power | Take home remuneration     | EPF | ESI | Other<br>statutory<br>dues if<br>any | Service<br>Charge | GST | Amount (Rs)<br>Per person<br>per Day | Amount<br>(Rs) per<br>Day |
| 1          | Night Watchman-cum-<br>Sweeper | 1                      |                            |     |     |                                      |                   |     |                                      |                           |
| 2          | Attendant (Peon)               | 2                      |                            |     |     |                                      |                   |     |                                      |                           |
|            |                                |                        |                            |     |     |                                      |                   |     | Total Rs                             |                           |

NB: Take home remuneration of Night Watchman-cum-Sweeper and Attendant(Peon) is exclusive of employee's contribution towards EPF and ESI @ 13% and 3.25 % respectively

Date:

Place:

Signature of authorizedperson Name:-Seal-.

Notes: 1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering in to the contract'

2. The payment shall be made on conclusion of the calendar Month only on the basis of number of working days for which duty has been performed by each manpower.

ServiceProvider