

**GOVERNMENT OF ODISHA**  
**HOME (ELECTIONS) DEPARTMENT**  
\*\*\*\*\*  
**TENDER CALL NOTICE**

EC-OE-ESTD-0003-2020- 214 / Elec.

Date: 05.01.2024

**Notice inviting Tender for award of contract for providing Outsourcing Services.**


Sealed tenders are invited from reputed service providing agencies to provide different categories of manpower for a period of one year w.e.f. the date of effectiveness of the agreement on contract basis for their engagement in Home (Elections) Department.

The details of bidding process are tabled below:

Sl No	Bidding Schedule	Deadline
1	Date of Issue	06.01.2024 (Saturday)
2	Last Date & time of submission	22.01.2024 (Monday) 2.00 P.M
3	Opening of Technical Bid	22.01.2024 (Monday) 3.00 P.M
4	Opening of Financial Bid	24.01.2024 (Wednesday) 11.00 A.M

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may be downloaded from the website [www.ceorissa.nic.in](http://www.ceorissa.nic.in) / [www.odisha.gov.in](http://www.odisha.gov.in). The EMD of Rs.1000/-only (refundable) should be paid by Demand Draft in favour of the DDO, Home (Elections) Department payable at Bhubaneswar along with the technical bid. The last date, time and place for submission of Tender document is **2.00 P.M. on 22.01.2024 (Monday)** in the office chamber of the Addl. CEO-cum- Addl. Secretary, Home (Election) Department.

Any corrigendum(s) shall be communicated through the tender section on the web site [www.ceorissa.nic.in](http://www.ceorissa.nic.in)/ [www.odisha.gov.in](http://www.odisha.gov.in).

  
05/01/24  
**Additional Chief Electoral Officer, Odisha**

**OFFICE OF THE CHIEF ELECTORAL OFFICER, ODISHA  
GOVERNMENT OF ODISHA**

**TENDER CALL NOTICE**

\*\*\*\*\*

**For providing Outsourcing Services by a Private Service Provider**

**Tender Schedule**

- |     |  |  |
|-----|--|--|
| (a) | Date of Issue of Tender                              | <b>06.01.2024 (Saturday)</b>                   |
| (b) | Last Date and Time for submission of Tender Document | <b><u>2.00 P.M.</u> on 22.01.2024 (Monday)</b> |

**Note: Late bid shall be out rightly rejected**

- |     |  |  |
|-----|--|--|
| (c) | Date and time for opening of Bid (Technical Bid) | <b><u>3.00 P.M.</u> on 22.01.2024 (Monday)</b>     |
| (d) | Date and time for opening of Bid (Financial Bid) | <b><u>11.00 A.M.</u> on 24.01.2024 (Wednesday)</b> |

## TENDER DOCUMENT

### TENDER FOR PROVIDING OUTSOURCING SERVICES THROUGH SERVICE PROVIDING AGENCY TO THE OFFICE OF CEO, ODISHA, HOME (ELECTIONS) DEPARTMENT

#### CONTENT

Sl. No.	Section	Description of Contents
1	Section-I	General instructions for bidders
2	Section-II	Scope of Work
3	Section-III	General Terms and Conditions
4	Section-IV	Technical Bid
5	Section-V	Financial Bid
6	Section-VI	Bid Submission Checklist
7	Section-VII	Agreement with Terms and Conditions

SECTION-I

**INSTRUCTIONS TO THE BIDDER**

A. **GENERAL INSTRUCTIONS FOR BIDDERS**

1. The Home (Elections) Department, Odisha (herein after called "**Authority**") requires the services of reputed, well established and financially sound Outsourcing Service Provider to provide service of Data Processing Assistant, Multi Tasking Staff (Group D), Driver, Sweeper and Gardener on contract basis for their engagement in Home (Elections) Department.
2. The period of contract for providing the services will be for one year from the date of effectiveness of the contract for the aforesaid manpower i.e. the date of deployment of the required manpower. The period of the contract may be extended further provided the requirement of the Department for manpower persists at that time or may be terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this contract at any time after giving 30 days' notice to the selected Service Provider.
3. This Department has tentative requirement of the manpower as given below:

Sl. No.	Name of the Post	Number	Place of Engagement
1.	Data Processing Assistant (DPA)	5 Nos.	Home (Elections) Department
2.	Multi Tasking Staff (Group D)	4 Nos.	
3.	Driver	2 Nos.	
4.	Sweeper	2 Nos.	
5.	Gardener	1 Nos.	

The requirements may increase/decrease in any/ all the categories. The eligible bidders, those have the capability of providing all types of services as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Part bid will not be taken into consideration.

4. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the services to be performed before preparation and submission of their bid.
5. Any form of consortium and joint venture is not allowed under this tender.
6. The competent authority reserves the rights to reject any / all bids and cancel the tender process without assigning any reasons thereof.

**Complete Address for submission of bid:**

**The Additional CEO-cum-Additional Secretary to Government  
Office of the Chief Electoral Officer, Government of Odisha  
Unit-V, Behind Lok Sabha Bhawan,  
Bhubaneswar-751001,  
Email: [ceoorissa@gmail.com](mailto:ceoorissa@gmail.com)**

**B. Eligibility Criteria**

<b>Sl No</b>	<b>Eligibility Criteria</b>	<b>Documents to be furnished along with the Technical Bid</b>
1	The bidder should be registered under appropriate authority, such as • Companies Act 1956 / 2013 • Indian Partnership Act 1932 • Indian Trusts Act 1882 • Societies Registration Act 1860. • Limited Liability Partnership Act 2008.	Certificate of Incorporation / Registration
2	Must have at least five years in business of providing resources deployment services (up to the last date of submission of bid) of similar type to Central/ State Government/ Autonomous bodies / agencies / societies / corporate bodies	Copies of the work order / contract document/ completion certificate from the previous authorities.
3	The registered / branch office of the service provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (copy of the Telephone / Electricity Bill / Lease agreement of the rented premises)
4	Must have an average annual financial turnover of Ten Lakh INR during the last five financial years as on Dt. 31.03.2023. (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) from the business related to resources deployment services only.	Filled in (FORM-T1) along with certified copies of audited Income / Expenditure statement and Balance sheet for the concerned period.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender.
6	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority during the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format (FORM-T3)
7	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM-T4)
8	Other statutory documents to be furnished as part of technical bid:	Copies of : • PAN, • GSTIN, • EPF & ESI Registration Number • IT Return for the last five assessment years of 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.

Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respects, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

**C. Submission of Bid:**

The bid complete in all respects as specified in the tender document must be accompanied with a refundable amount of **Rs. 1000.00 (Rupees One Thousand Only)** in the form of Demand Draft in favour of **“DDO & Assistant CEO-cum- Under Secretary to Government, Chief Electoral Officer, Odisha”** towards **EMD** and a **“Bid Security Declaration Form”** as per the format at **FORM-T2** accepting that if the bidder withdraws or modifies their bids during the period of its validity, they will be suspended for a period of three years by the Authority. The bid complete in all respects should be submitted through **Speed Post/ Registered Post / Courier** so as to reach the by 22.01.2024 at 2.00 P.M to the authority.

The authority will not be responsible for any postal delay. Bids without **EMD and Bid Security Declaration Form** as applicable shall be outright rejected. Bids submitted after due date and time will not be taken into consideration.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing:

**“TECHNICAL BID - TENDER FOR PROVIDING SERVICES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO THE O/o CHIEF ELECTORAL OFFICER, ODISHA.”**

And

**“FINANCIAL BID - TENDER FOR PROVIDING ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO THE O/o CHIEF ELECTORAL OFFICER, ODISHA.”**

Both sealed envelopes must be kept in a third sealed envelope super scribing **“TENDER FOR PROVIDING SERVICES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO CHIEF ELECTORAL OFFICER, ODISHA.”**

The successful bidder will have to deposit a Performance Security of **Rs. 11,000.00 (Rupees Eleven Thousand Only)** in the form of Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank situated within Odisha in favour of “**DDO & Assistant CEO-cum-Under Secretary to Government (DDO), Home (Elections) Department**” as per the format at **Annexure-I** (applicable for PBG only) for a period of three months beyond the entire 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 Security. The Performance Security shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Security. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder as per the instructions of the authority.

#### **D. LIST OF DOCUMENTS FOR SUBMISSION**

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 letter head (Form-T1).
- (b) EMD as applicable.
- (c) Bid Security Declaration Form (Form-T2)
- (d) Copy of Certificate of Incorporation/ Registration of the service provider
- (e) Copy of GSTIN
- (f) Copy of PAN
- (g) Copies of IT Returns for the last five assessment years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)
- (h) Copies of EPF & ESI Registration Number
- (i) Copy Bank Account details
- (j) Copies of the financial audited statements for the last 5 financial years (2018- 19, 2019-20, 2020-21, 2021-22 and 2022-23)
- (k) Copies of work orders from the previous clients for providing similar type of services during last 5 years.
- (l) Undertaking regarding non-blacklisting (On Stamp paper of Rs.10.00 in shape of affidavit from the Notary (FORM-T3)
- (m) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) (FORM-T4)

***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 bid documents should be legible, in filled 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 technical bid shall be opened on 22.01.2024 at 3.00 P.M in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on 24.01.2024 at 11.00 A.M in presence of the authorized representatives of the bidders.

The Performance Security 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 Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of 90 days or finalization of successful of Bidding from the date of opening of the technical bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidders shall be entertained.

To assist in the analysis, evaluation and computation of bids, the tender inviting 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.

Firms/ Service Provider will be selected under **Quality and Cost Based Selection (QCBS)** procedures. In case, score is same for two or more agencies then the agency shall be selected based on the highest score obtained by the bidder under technical evaluation.

The quoted rates shall not be less than the minimum wage fixed / notified by the Finance Department, 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 all personnel 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 accept or reject any or all the bids and terminate the bidding process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

1. The O/o the Chief Electoral Officer, Government of Odisha invites sealed bids from the eligible service providers for providing services of five numbers of DPAs, four numbers of Multi Tasking Staff (Group D), two numbers of Drivers, two numbers of Sweepers and one Gardener through outsourcing basis.
2. The service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The resources to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the required service as per the job description mentioned at **Section-III: Schedule of Requirement**.
3. It shall be the responsibility of the service provider to verify the qualification and experience of the outsourced resources. The deployed resources will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced resources. If during the course of engagement of any outsourced resources, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification / experience, the service provider will have to terminate the service of such staff immediately.
4. The service provider should have an empanelled resource list of trained/ experienced DPAs, Multi Tasking Staff (Group D), Drivers, Sweepers and Gardener so that un-interrupted and continued services can be provided during the contract period. The service provider should be able to provide additional resource 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 the Service Provider and the Chief Electoral Office, Government of Odisha.
6. The resources deployed by the service provider shall be required to report for work at 10.00 AM and leave office at 6:00 PM (with 1:30 PM to 2:00 PM for Lunch Break) and may also be required to work beyond 6.00 PM for which he would not be paid any extra remuneration. In case, any deployed resource 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.
7. The resources deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the client so that optimal services of the resources deployed could be availed without any disruption.
9. The attendance rolls for the resources deployed by the service provider at the premises of client shall be provided and shall be monitored by the service provider on regular basis. These attendance rolls shall be signed by the authorized representative of service provider who shall get it verified from the designated officer of client.
10. The entire financial liability in respect of resources deployed in the client's location shall be that of the service provider and the client will in no way be liable for the same. It will be the responsibility of the service provider to pay to the resources deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.

11. The service provider shall provide a substitute well in advance if there occurs any probability of the resources 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 service provider.
12. The resources deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the resource deployed liable for penal action under the applicable laws besides, action for breach of contract.
13. The service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the resources deployed at the client's location. The service provider should ensure regular payment of monthly remuneration to the resources engaged by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly remuneration in their respective Bank Account.
14. The engagement of outsourced resources shall be purely on contract basis. The service provider shall at all times make it absolutely clear to the outsourced resources hired through them. Any outsourced resource deployed can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.

\*\*\*\*\*

**SECTION-III**

**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 outsourced resources. The resources deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned under this agreement. The service provider shall make them known about their position in writing before deployment under this agreement.
2. The service provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Resources to be deployed by the service provider for providing services of four numbers of DPAs, nine numbers of security guards, two numbers of sweepers, and one gardener should be above 21 years of age and not exceeding 40 years and physically sound to perform the duties.
3. The service provider will be overall responsible for the resources deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any resources deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
4. The service provider shall exercise adequate supervision to ensure performance of resources deployed 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.
5. The service provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF & ESI, Bonus, and Gratuity etc. relating to the resources to be deployed by it at the Department.
6. The Service Provider shall maintain complete official records of disbursement of wage(s)/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of resources deployed for the purpose.
7. The service provider shall maintain personal file in respect of all the resources those are deployed in the Department of Office concerned. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent) etc.
8. The resources deployed by the service provider should not have any adverse police records/criminal cases against them. The service provider 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 service provider prior to signing of the agreement.
9. The service provider will also ensure that the resources deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such resource(s) that are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The service provider shall ensure that the resources deployed are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The service provider shall provide Photo ID Card to the resources deployed at the location at its own cost.
12. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any resources while performing/discharging their duties/ for inspection or otherwise.
13. 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.

14. In case of any loss caused to the Authority due to lapse on the part of the resources 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 resources deployed by the service provider, the Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever following due procedure.
15. In the event of any resources being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
16. 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.
17. 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 GST as applicable from time to time and submit the proof of deposit to authority for records.
18. 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.
19. The service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the resources deployed and submit the same to the authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
20. The service provider will have to deposit the remuneration of the deployed resource for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of the Chief Electoral Officer, Odisha.
22. In the event of failure of service provider to provide services as per the terms and conditions of the agreement, the Performance Office Attendant shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with **30 days** prior notice to the service provider.
23. The service provider should ensure that resources to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
24. 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.
25. 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 all parties.
26. All disputes shall be under the jurisdiction of the court at High Court, Cuttack, Odisha.
27. The agreement can be terminated by either party by giving 30 days' 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.

28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of resources deployed and non-payment of statutory dues. The Office concerned will have no liability towards non-payment of remuneration to the resources deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The 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.

\*\*\*\*\*



**SECTION-IV**

**TECHNICAL BID**

**FORM T-1**

**COVERING LETTER**

**[ON BIDDER'S LETTER HEAD]**

[Location and Date]

To

The Addl. CEO-cum- Addl. Secy. to Govt.,  
Home (Elections) Department. Unit-V, Bhubaneswar-751001

Sub: Tender for providing services on outsourcing basis through service providing agency to O/o CEO, Odisha. (Technical bid).

Madam/Sir,

I, the undersigned, offer to participate in the tender FOR PROVIDING SERVICES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO O/o CEO, ODISHA in accordance with your Tender Notice No.214 Dated 05.01.2024. We are hereby submitting our bid, which includes technical proposal and financial proposal sealed in separate envelope.

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 30 days or finalization of successful of Bidding and I confirm that this proposal will be remain binding upon us and may be accepted by you any time before the validity of the bid.

I, hereby unconditionally undertake to accept that all the terms and conditions as stipulated in the tender 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,

Authorized Signatory with Date and Seal

Name and Designation:

Address of the Bidder:

**GENERAL DETAILS OF THE BIDDER**

1	Name of the Bidder	
2	Name of the Director	
3	EMD Details:	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4	Bid Security Declaration Form (Form T1)	Submitted (Yes/ No)
5	Full Address of Registered Office	Postal Address:
		Telephone No.:
		Fax No.:
		E-mail Address:
6	Name & Telephone of the authorized person signing the bid	Name:
		Mobile No.:
7	Bank Name of the Service Provider:	Account Number:
		Bank and Branch Name:
		IFSC Code
8	PAN No. (Attach self-attested copy)	
9	GSTIN No. (Attach self-attested copy)	
10	E.P.F. Registration No. (Attach self-attested copy)	
11	E.S.I. Registration No. (Attach self-attested copy)	
12	Accept to all the terms and conditions of the tender (Yes/No)	

13	Power of Attorney/ Authorization letter for signing of the bid document	
14	Submission of Undertaking towards no criminal case is pending with the police at the time of submission of bid	
15	Kindly mention the total number of pages in the tender document	

12. Financial Turnover of the Bidder for the last 5 financial years (\*).

Financial Year	Financial Turn Over from Resources Deployment Service (In INR) (Lakh)	Average Turnover in INR (Lakh)
2018-19		
2019-20		
2020-21		
2021-22		
2022-23		

\*As on Dt. 31.03 2023(Copies of Audited Statement for the concerned period)

13. Details of the similar type of service provided by the bidder during the last 5 years (Attach separate sheet, if required)

Sl No	Period	Name of Client with Complete Address & Telephone no	Type of services provided with details of the resources deployed	Contract Amount (in INR) (Lakh)	Duration of Contract	
					From	To

DECLARATION

I, Shri \_\_\_\_\_ Son / Daughter / Wife of Shri. \_\_\_\_\_, Proprietor/ Director/ authorized signatory of \_\_\_\_\_ (Name of the Service Provider), competent to sign this declaration and execute this tender document;

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

The information / 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 the Authorized Representative with Seal**

**Name:**

Date:

Place:

Enclosures:

1. EMD in the form of DD in Original
2. Bid Security Declaration Form (**Duly filled in Form — T2 On Bidder's Letter Head**)
3. Copy of terms & conditions of the tender (each page must be signed and sealed)
4. Duly filled in Technical and Financial Bid.
5. Lists of required documents as applicable.

**Bid Declaration Form (On Bidder's Letter Head)**

**Tender Notice No:**

**Date:**

To,

The Addl. CEO-cum-Addl. Secretary to Government,  
O/o Chief Electoral Officer, Odisha  
Government of Odisha, Bhubaneswar --- 751001

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organization) in witness whereof agree to submit this Bid Declaration Form as apart of or Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the tender document. This declaration shall be in force, until the Selected Bidder is announced by the Department/ Office concerned or in case we are declared as the Selected Bidder.

While this declaration is in force, we understand that the authority may reject our Proposal and / or blacklist us from participating in any further tendering process for a period of three years as may be deemed fit under the following reasons:

1. We withdraw our Proposal during the bid validity period as specified in the tender document.
2. We do not respond to requests for clarification on our Proposal.
3. We fail to provide required information during the evaluation process or are found to be nonresponsive or have provided false information in support of our qualification.
4. If we fail to:
  - a. Provide any clarifications to the Department/ Office concerned:
  - b. Agree to the decisions taken during any contract negotiations.
  - c. Sign the Services Agreement within the prescribed time period (15 days)
5. Any other circumstance which holds the interest of the client during the overall tender process.

**Name of the Authorized Representative:**

**Signature of the Authorized Representative with Date and Seal**

**Address of the Bidder:**

**FORM-T3**

**UNDERTAKING**

**[On the Stamp Paper of Rs. 10.00 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-T4**

**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 organization or against the Proprietor/Director/Persons to be deployed by our organization.

I/we further certify that Proprietor/Director/Persons to be deployed by our organization have not been convicted of any offence in any Court in Odisha / 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:**



## 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 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 bidders' representatives who choose to attend. **Least 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* subject to fulfilment of the terms and conditions of the tender. 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 of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required resources deployment services for the concerned period among all technically qualified bids, will be considered for award of contract.**

SECTION-V

**FINANCIAL BID**

**COVERING LETTER**

**[ON BIDDER'S LETTER HEAD]**

**[Location and Date]**

To

The Additional CEO-cum-Additional Secretary to Government,

O/o Chief Electoral Office, Government of Odisha, Bhubaneswar — 751001

**Sub: Tender for providing services on outsourcing basis through service providing agency to O/o CEO, Odisha. (FINANCIAL BID)**

Madam/Sir,

I, the undersigned, offer to provide the services on outsourcing basis through service providing agency to O/o CEO, Odisha through outsourcing basis through service providing agency to O/o CEO, Odisha in accordance with your Tender Notice No.214, Dated.05.01.2024. Our attached financial price is \_\_\_\_\_ [Insert amount in figure as well as in word] for the proposed service i.e. for one year. This amount is inclusive of GST as applicable.

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 modification resulting from contract negotiations, up to expiration of the validity period of the proposal of 30 days or finalization of successful of Bidding. 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**

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

**Address of the Bidder:**

**FINANCIAL BID**

**(FORM — F1)**

**(ADMINISTRATIVE CHARGE)**

Sl. No	Type of Resources	Monthly rate per resource in INR			
		*Minimum Take Home Remuneration as per OM No. 30722/F, Dated: 06.11.2021 (INR) per Month	EPF (@ 13.36% of C)	ESI (@ 3.25% of C)	Total per Month in INR
A	B	C	D	E	F
1	Data Processing Assistant(5)				
2	Driver(2)				
3	Multi Tasking Staff (Group D)(4)				
4	Swëeper(2)				
5	Gardener(1)				
6. Subtotal: Monthly deployment cost in INR					
7. Service Charges for providing the required resources and their management cost: (@_____ percentage of monthly deployment cost) in INR					
8. Total (Monthly Deployment Cost + Service Charge) in INR					
9. GST as applicable (@ of _____%) in INR					
10. Administration Charges in INR (Monthly)					

- Bidder with lowest evaluated competitive administrative charge (inclusive of GST) for the required services will be awarded contract.
- The bidders will have to quote their "Service Charges" as a percentage at Sl. No 7 and the respective service charge amount on monthly deployment cost by considering its administrative expenditure and other statutory liabilities.

- Bids with "Nil" or very abnormally low quoted service charges will be treated as "Non Responsive" and will be rejected during the financial evaluation stage. In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required resources deployment services for the concerned period among all technically qualified bids, will be considered for award of contract.
- The employee share of contribution towards EPF and ESI shall be deducted by the service provider from the take home remuneration of the resources deployed. Copies of EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.

**Signature of the Authorized Representative**

**Name:**

**Seal and Date:**

**Place:**

**SECTION-VI**

**BID SUBMISSION CHECKLIST**

Sl. No.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder		
2	EMD as applicable		
3	Bid Security Declaration Form ( <b>FORM – T2</b> )		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 5 assessment years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21)		
8	Copy of Valid EPF & ESI Certificate		
9	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21)		
10	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
11	List of completed / on-going services of similar nature along with the copies of work orders for the respective services		
12	Undertaking for not having any police case pending against the bidder ( <b>FORM – T3</b> )		
13	Undertaking for not have been black-listed by any Central / State Government/ Any Autonomous bodies during the recent past. ( <b>FORM – T4</b> )		
<b>FINANCIAL BID (ORIGINAL)</b>			
1	Covering Letter		
2	Duly Filled in Financial Bid ( <b>FORM- F1</b> )		

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 have been sealed and signed by the authorized representative.*

**Authorized Signatory [*In full and Initials*]:**

---

**Name and Designation with Date and Seal:**

---

SECTION-VII

SERVICE AGREEMENT AND PBG FORMAT



## SERVICE AGREEMENT

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

This SERVICE AGREEMENT is made on \_\_\_\_\_ between, \_\_\_\_\_ (herein after called as the "Authority") of the 1<sup>st</sup> Part and, its principal place of business at (herein after called the "Service Provider") of the 2<sup>nd</sup> Part.

### WHEREAS

- (a) the "Service Provider", having represented to the "Authority" that he has the required resources, 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: The General Conditions of Agreement;**

**Appendix B: The Scope of Work;**

**Appendix C: Agreement Price and Payment Term;**

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Agreement, 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 the services by the Service Provider shall be issued by an officer authorized by the Authority and in consideration of the Certificate of the satisfactory performance of Service Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

### 3. **Mode of Payment**

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

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

### 4. **Now this agreement witness 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

resources to be engaged in the [Insert the location] in conformity with the provisions of the terms and conditions of the Agreement.

- (b) That the "Authority" hereby further agrees to pay the "Service Provider" the Agreement price at the time and in the manner prescribed in the said terms and conditions.
- (c) Financial limit under this Agreement 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 Agreement.
- (e) That this agreement is valid up to \_\_\_\_\_.

For and on behalf of [Authority]

\_\_\_\_\_

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER]

\_\_\_\_\_

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

PERFORMANCE BANK GUARANTEE FORMAT

To  
The Additional CEO-cum-Additional Secretary,  
Home (Elections) Department,  
Government of Odisha  
Bhubaneswar - 751001

WHEREAS..... (Name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Agreement no..... dated ..... to undertake the service ..... (Description of the services) (Herein after called "the Agreement").

AND WHEREAS it has been stipulated by \_\_\_\_\_(Name of the Authority) in the said Agreement that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Agreement;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein;

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement to be performed there under or of any of the Agreement documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the ..... Day of ....., year.....

Our branch at \_\_\_\_\_ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ----- branch a written claim or demand and received by us at our ----- branch

on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

**(Signature of the authorized officer of the Bank)**

.....

**Name and designation of the officer**

.....

.....

**Seal, name & address of the Bank & Branch**

To

The Addl. CEO-cum- Addl. Secy. to Govt.,  
Home (Elections) Department,  
Unit-V, Bhubaneswar

Sub: TENDER FOR PROVIDING SERVICES ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO CEO, ODISHA (TECHNICAL BID).

Dear Sir,

Ref: Tender No: \_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. EMD for Rs.1000/- (Rupees One Thousand) only has been deposited in form of D.D. No. .... Dated ..... Drawn in bank: ..... branch.....in favour of the DDO, Home Election Department payable at Bhubaneswar.

Dated this ..... Day of 2024

Dated this..... Day of January 2024

Signature of Authorized Signatory .....

In capacity of... ..

Duly authorized to sign the bid for and on behalf of.....

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

To

The Addl. CEO-cum- Addl. Secy. to Govt.,  
Home (Elections) Department,  
Unit-V, Bhubaneswar

Dear Sir,

Subject: Authorization for attending bid opening on **22.01.2024** in the Tender for providing the services on outsourcing basis through service providing agency to O/o CEO, Odisha, Home (Election) Department vide their (Tender No. \_\_\_\_\_ dated \_\_\_\_\_).

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below.

Order of Preference	Name	Specimen
---------------------	------	----------

Signature

1.

2.

or

Officer authorized to sign the bid documents on behalf of the bidder.

Seal

**Note:**

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced