

GOVERNMENT OF ODISHA

ODIA LANGUAGE, LITERATURE & CULTURE DEPARTMENT

TENDER NOTICE

Tender No. 3477/OLL&C

Dated. 10-06-2024

Bids in sealed cover are invited under two-bid system from reputed and experienced service providers for providing Three Computer Knowing Office Assistant and Four Office Attendant for Odia Language, Literature & Culture Department, Bhubaneswar -751001. The details of the bidding process are as follows:-

Sl. No	Bidding Schedule	Deadline
1	Date of Issue	10/06/2024
2	Bid Due Date and Time	01.07.2024 (up to 03PM)
3	Opening of Technical Bid	01/07/2024 at 04P.M.
4	Opening of Financial Bid	01/07/2024 at 05P.M.

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "BID FOR PROVIDING SERVICES OF THREE COMPUTER KNOWING OFFICE ASSISTANT AND FOUR OFFICE ATTENDANT ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY" must reach the undersigned on or before 01.07.2024 up to 03.00PM by *Speed Post/Registered Post/ Courier to the office of the Special Secretary to Government, Odia Language,*



9

Literature & Culture Department, Bhubaneswar-751001.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the website www.culture.odisha.gov.in .

Complete address for submission of bid

**The Special Secretary to Government,
Odia Language, Literature & Culture Department,
Lokaseva Bhawan, Bhubaneswar-751001.**


10.08.24
Special Secretary to Government,

OLL & C Department.

BID DOCUMENTS

“TENDER FOR OUTSOURCING OF SERVICES”

I N D E X

Sl. No.	Section	Description	Page
1.	Section-I	Instruction to Bidders	4 - 7
2.	Section-II	Scope of the Work	8 - 9
3.	Section-III	Schedule of Requirement	10
4.	Section-IV	General Terms and Conditions	11-13
5.	Section-V	Technical Bid	14-21
6.	Section-VI	Financial Bid	22-23
7.	Section- VII	Bid Submission Checklist	24
8.	Section-VIII	Service Agreement & PBG Format	25-27

SECTION-I

Instruction to Bidders

A. General Information:

The **Odia Language, Literature & Culture Department, Lokaseva Bhawan Bhubaneswar-751001** requires the service of reputed, well established, financially sound and registered Service Provider to provide the services of Three Computer Knowing Office Assistant and Four Office Attendant by deploying adequately trained and disciplined man power as per the requirement.

1. The period of contract for providing the aforesaid service will be ideally 1 Year from the date of effectiveness of the contract. The contract may be further extended for a period up to maximum 3 years, 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



service Provider.

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

Eligibility criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The bidder should be a registered Proprietorship/Partnership/Company having valid GST registration number.	Certificate of Incorporation/Registration
2	The bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central/State Government/ Autonomous bodies/ agencies/ societies/ corporate bodies.	Copies of the work order from the previous authorities.
3	The Registered Office/ 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)
4	Must have average annual financial turnover of Rs.50lakhs during the last five financial years as on Dt. 31.03.2024.	Copies of audited balance sheet/ Income Expenditure Statement for last five financial years certified by CA that the firm had an average annual turnover of Rs.50 lakhs or above from Outsourcing business/ manpower Consulting Services only during the last five financial years.
Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
5	Must have its own bank account in any scheduled	Copy of the bank pass

	bank situated in Odisha.	book and transaction statement for the last 6 months from the date of issue of the tender.
6	The agency must not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this RFP.	An undertaking to this effect to 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 to be furnished by the bidder as per the prescribed format. [Form – T4]
8	Other Statutory Documents:	Copies of : <ul style="list-style-type: none"> • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • Labour Registration • IT return for the last 5 assessment year

B. Submission of Bid :

The proposal complete in all respect as specified must be accompanied with a Non-refundable amount **of Rs. 1000/- (One Thousand only)** towards **Bid Processing Fee** and **EMD of Rs.42000/- (Rupees Forty two thousand only)** in form of **Demand Draft** in favour of **Under Secretary to Government (DDO), Odia Language, Literature & Culture Department, Lokaseva Bhawan Bhubaneswar-751001** drawn in any scheduled commercial bank and payable at Bhubaneswar failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/Courier to office of the **Special Secretary to Govt., Odia Language, Literature & Culture Department, Lokaseva Bhawan Bhubaneswar** and so as to reach the authority by **01.07.2024 up to 03.00PM.**

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

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 of Three Computer Knowing Office Assistant and Four Office Attendant on outsourcing basis through service provider to OLL & Culture Department) and

“Financial Bid” (Tender for providing services of Three Computer Knowing Office Assistant and Four Office Attendant on outsourcing basis through service provider to OLL & Culture Department).

Both sealed envelopes must be kept in a third sealed envelope super-scribing “Bid Document- (Three Computer Knowing Office Assistant and Four Office Attendant)

Selected bidder will have to deposit a Performance Security (**5% of the annual contract value**) **within 7 working days of the award of contract** in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of **Under Secretary to Government (DDO), Odia Language, Literature & Culture Department, Lokaseva Bhawan Bhubaneswar-751001** as per the prescribed format provided in the tender document at **Section - VIII** for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents 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. Demand Draft in support of Bid processing fee as applicable
- c. Demand Draft in support of EMD as applicable. **(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
- h. Copies of EPF , ESI Registration Number & Copy Bank Account details
- i. Copies of the Income/Expenditure statements along with Balance Sheet for the last 5 years.
- j. Copies of work orders from the previous organizations for providing services during last 5 years.
- k. Undertaking regarding non-blacklisting (On stamp paper) **(Form- T3)**
- l. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head) **(Form- T4)**
- m. Copy of valid labour license

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 technical Bid will be opened on **01.07.2024 at 04P.M.** in presence of the authorized representatives of the bidders who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on **01.07.2024 at 0500 P.M** in presence of the authorized representatives.

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

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

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 fulfilment 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 of tie in the financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the resources deployment service for the required period will be considered for award of contract.**

The quoted rates shall not be less than the minimum wages fixed/notified by the Finance Department, Government of Odisha from time to time and as per guideline of G.A. & P.G. Department Resolution No. 7982/GAD, Dt. 07.03.2024 and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of resources 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/reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION - II

SCOPE OF THE WORK

1. The Odia Language, Literature & Culture Department, Government of Odisha invites sealed bids from the eligible service providers for providing services of three Computer Knowing Office Assistant & four Office Attendant.
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 services 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. Candidates 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 list of trained/experienced Computer Knowing Office Assistant and Office Attendant so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional service 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 OLL & Culture Department.

6. The resources deployed by the service provider shall be required to report for work at 10.00 A.M. and leave office at 5.30 P.M. and may also be required to work beyond 5.30 P.M. for which he would not be paid any extra remuneration. In case, the resources deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
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 Authority 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 Authority shall be provided by the 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 Service Provider who shall get it verified from the designated officer.
10. The entire financial liability in respect of resources deployed in the Authority's location shall be that of the Service Provider and the authority will in no way be liable for the same. It will be the responsibilities 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 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 resources 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 at the Authority's location. The service provider should ensure regular payment of monthly salary to the resources 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 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 resources 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 working days.

SECTION -III

Schedule of Requirement:

Prescribed Qualification & Experience of the Manpower

Sl. No.	Description of Resources for providing required services	Age Limit	Qualification	Work Experience	Remuneration (Minimum Take Home Remuneration)	Job Description
1	Computer Knowing Office Assistant (03)	21 to 45 year	Graduate having adequate computer knowledge.	She/he should have preferably 3-4 years post qualification working experience. Well conversant with MS Office (Word, Excel, Power Point, Internet, LAN function along with Odia typewriting. Sound knowledge to handle minimum hardware and software trouble shooting	As per G.A. & P.G. Dept. Notification No. 7982/GAD, Dt. 07.03.2024	<ul style="list-style-type: none"> • Responsible for all type of Data Entry Work on Computer System in both Odia and English. • Responsible for carry out all administrative requirements of the Authority like day-to-day official work • Management of daily official work and logistics support to the officials and other staff. • Any other reasonable work assigned by authority.
2	Office Attendant (04)	18 to 45 year	Matriculation	She/he should have 1-3 years post qualification working experience.	As per G.A. & P.G. Department Notification No. 7982/GAD, Dt. 07.03.2024	<ul style="list-style-type: none"> • Responsible for carry out all administrative requirements of the Authority like day-to-day official work, • Any other reasonable work assigned by authority.

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 resources. The resources 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 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 three Computer Knowing Office Assistant should be above 21 years of age and not exceeding 45 years & four Office Attendant should be above 18 years of age and not exceeding 45 years and physically sound to perform the duties.
3. The Service Provider will be overall responsible for the resources deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any resources 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 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, compensation, EPF & ESI, Bonus and Gratuity etc. relating to resources to be deployed by it at the Authority’s location.
6. 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 resources deployed for the purpose.
7. 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 Details etc.
8. The resources 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 resources service provider prior to signing of the agreement.
9. The Service Provider will also ensure that the resources are medically fit and will

keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who 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 by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its resources at site 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 by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
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 resources 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 EPF, ESI, GST and other statutory dues 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 and submit the same to the prescribed authority in the third week of the same month. The payment will be released by the first week of the succeeding month.
20. The Service Provider will have to deposit the remuneration of the resources 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 off at the level of Administrative Departments.
22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
23. The Service provider should ensure that resources 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 **Bhubaneswar**.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
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 and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the resources 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.

Mode of Payment

The Service Provider will open/ provide a specific bank account for receipt of payment from the client towards the service performed by the agency. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the contract.

SECTION – V

TECHNICAL BID

COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

The Special Secretary to Government,
Odia Language, Literature & Culture Department,
Loka Seva Bhawan - 751001.

Sub: Tender for providing services of Three Computer Knowing Office Assistant and Four Office Attendant on outsourcing basis through service provider to OLL & Culture Department. [Technical BID]

Sir,

I, the undersigned, offer to participate in the tender process to provide services for three Computer Knowing Office Assistant & four Office Attendant in accordance with your Tender Notice No.: _____, Dated _____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the 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: _____

(FORM – T1)

(General Details of the Bidder)

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

12.	Labour License No.	
13	Acceptance to all the terms & Conditions of the tender(Yes/No).	
14	Power of Attorney /authorization letter for signing the of the bid documents	
15	Submission of undertaking that no criminal case is pending with the police at the time of submission of bid.	
16	Kindly mention the total number of pages in the tender document.	

18. Financial Turnover of the bidder for the last 5 financial years (31.03.2024)

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
FY (2019-20)		
FY (2020-21)		
FY (2021-22)		
FY (2022-23)		
FY (2023-24)		

**from the date of issue of tender*

19. Details of the similar type service provided by the bidder in last 5 years:

Sl. No.	Period	Name of Authority with	Type of services provided with	Contract Amount	Duration

Form – T2

Bid Security Declaration Form

(BIDDER LETTER HEAD)

Bid Notice No.

Date:

To

**The Special Secretary to Government,
Odia Language, Literature & Culture Department,
Loka Seva Bhawan, Bhubaneswar – 751001**

I, _____, the
_____(Designation) of (Name of the
organization) in witness whereof agree to submit this Bid Security
Declaration Form as a part 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 authority or in case we are declared as the
selected Bidder, this declaration shall be in force till we submit the
performance Bank Guarantee as per the provisions of the tender document.

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 non-responsive or have provided false
information in support of our qualification.
4. If we fail to :
 - a. Provide any clarification to authority.
 - b. Agree to the decisions taken during any contract negotiations.
 - c. Sign the services agreement within the prescribed time period (15
days)
 - d. Furnish the required Performance Bank Guarantee in time

5. Any other circumstance which holds the interest of the authority during the overall tender process.

Name of the Authorized Representative:

Signature of the Authorised Representative with Date and Seal

Address of the Bidder

FORM-T3

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-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 company 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***. 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 from 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 – VI

FINANCIAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

[Location, Date]

To

The Special Secretary to Government,

Odia Language, Literature & Culture Department,

Loka Seva Bhawan, Bhubaneswar-751001.

Sub : Tender for providing services of Three Computer Knowing Office Assistant and Four Office Attendant on outsourcing basis through service provider to OLL & Culture Department [Financial BID]

Sir,

I, the undersigned, offer to provide the services of three Computer Knowing Office Assistant & four Office Attendant on outsourcing basis through service providing agency to Odia Language, Literature & Culture Department in accordance with your Tender No. _____, Dated: _____
_____. Our attached financial price is [**Insert amount(s) in words and figures**] for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory [*In full and initials*]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

FINANCIAL BID

(FORM –F1)

(QUOTED PRICE)

Manpower Details:

Sl. No.	Type of Resources	Requirement in Nos.	Cost per Unit in INR (Inclusive of remuneration and all statutory dues)					
			Minimum Take Home Remuneration as per GA & PG Dept. Resolution No. 7982/GAD, Dt. 07.03.2024 (INR) per month	EPF	ESIC	Service Charges	GST as (applicable)	Total in per month in INR
1	Computer Knowing Office Assistant	03						
2	Office Attendant	04						
Total (Service Cost) in INR								

- Bidder with lowest evaluated competitive quoted price for the required service will be awarded with contract.
- The Basic Remuneration price must be quoted in between the range mentioned above.
- The 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.

Place:

Date:

(Sign and Seal of Authorized Representative)

SECTION – VII

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General details of the Bidder		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of Income Tax Return Certificate for the last five Assessment years		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of valid Labour license		
10	TECHNICAL BID duly filled in(Covering Letter, FORM- T1,T2)		
11	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past. (FORM- T3)		

15	Undertaking for not having any police case pending against the bidder (FORM- T4)		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- *All information has been submitted as per the prescribed format only.*
- *Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.*
- *All pages of the proposal needs to be sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:

SERVICE AGREEMENT

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

This **SERVICE** **AGRREMENT** is made on _____ between, _____ (hereinafter called as the “**Authority**”) of the 1st part and, _____ its principal place of business at _____ (hereinafter called the “**Service Provider**” of 2nd 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 :

SECTION – VIII

PERFORMANCE BANK GUARANTEE FORMAT

To

**The Under Secretary to Government (DDO),
Odia Language, Literature & Culture Department,
Loka Seva Bhawan, Bhubaneswar-751001.**

WHEREAS _____

(Name and address of the Service Provider) (hereinafter called “the Service Provider) has undertaken, in pursuance of Contract No. _____ dated _____ to undertake the service (description of services) (herein after called “**the contract**”).

AND WHEREAS it has been stipulated by _____ (Name of the Authority) in the said contract 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 contract;

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 contract 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 contract to be performed there under or of any of the contract 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.