OFFICE OF THE SUPERINTENDING ENGINEER LOWER INDRA CANAL DIVISION, KHARIAR, DIST.-NUAPADA

Email:eelicd.khr@gmail.com

No 867

N- 13:03 2004

Tender Call Notice No. SELICD-10/2023-24, Dt. 13.03,2024

The Superintending Engineer, Lower Indra Canal Division, Khariar Dist. Nuapada, Odisha on behalf of Hon'ble Governor of Odisha invites sealed cover tender in the prescribed form, from reputed and experienced manpower service provider for providing Outsourcing Personnel in the office of the Superintending Engineer, Lower Indra Canal Division, Khariar. The details of the bidding process are as follows.

SLNo	Name of the work	Manpower	Nos
01	Engagement of Security Guard & Electrician through outsourcing for Lower Indra Irrigation Project at Dam		01
	Site, Tikhali for the year 2024-25.	Security Personnel	12

Cost of Bid Document	Sale of Bid I	Ocument	Receipt of Bid	Opening of Bid
Rs. 6000/-(Six Thousand) (Cash/DD By hand)	From	То		
Rs. 6000/-(Six Thousand) (DD) (In case of download of document)	15.03.2024 (10.00AM)	22.03.2024 (01.00 PM)	28.03.2024 up to 01.00PM	30.03.2024 at 11.00 AM

- The details are available in office of the Undersigned at Lower Indra Canal Division, Khariar, District- Nuapada, during office hours and only the notice will be available in the website https://dowrodisha.gov,in and the notice along with the Bid documents can be downloaded from the website https://nuapada.nic.in. The Bid Inviting Authority will not be responsible for missing of any pages, while downloading the Bid document.
- 2. The tender document may be purchased by hand from O/o the Superintending Engineer, Lower Indra Canal Division, Khariar on any working day during office hours (except Govt. holidays) on deposit of cost of the tender document as indicated in the above table in shape of cash/account payee Demand Draft/account payee Banker's cheque (Non-refundable) from any Nationalized Bank drawn in favour of Superintending Engineer, Lower Indra Canal Division, Khariar. However, due to any reason if the payment is not deposited successfully then the Bid will be rejected.
- The Bid will be received and opened in the office of the Superintending Engineer, Lower Indra Canal Division, Khariar, as per the date and time indicated in the above table in the presence of the Bidders or their authorized representatives.
- 4. E.M.D:- The tender shall be accompanied with EMD (Earnest Money Deposit) amounting to Rs.28,400/- (Rupecs twenty eight thousand four hundred) only (1 % of the estimated cost) in shape of TDR issued by any Scheduled/Nationalized Bank duly pledged in favour of the Superintending Engineer, L.I. Canal Division, Khariar, Dist-Nuapada. Tender without EMD amount will be out-rightly rejected.
- 5. Bids will be received through Speed Post/Registered Post only.
- An affidavit should be furnished by the bidders that the information and documents provided by him / her are correct and genuine.

The Bidder must go through the Bid documents meticulously before submitting the tender. The Bids
received in incomplete shape or after the schedule date and time fixed shall be summarily rejected.

8. In the eventually of failure on the part of lowest successful bidder to produce the original documents, he/she shall be debarred in future from participating in tender for three years and action will be initiated for black listing by the competent authority.

9. Validity of tender shall be a period of 90 (Ninety) days from the last date of receipt of bids. If any bidder / tenderer withdraws his/her tender before the said period or make any modification in terms and conditions of the bid, the E.M.D deposited at the time of submission of the tender shall stands forfeited.

- 10. The single tender received in the 1st tender call shall be cancelled without opening of the bid. The acceptance of a single tender received even after re-tendering should have prior approval of next higher authority.
- 11. If the bidder back out from the offer before acceptance of the tender by the competent authority, the EMD ISD & PS deposited by the bidder shall be forfeited.
- 12. Agreement shall be drawn only after due verification of Performance Security (3% of the Agreement value) & ISD (2% of the Agreement value which includes 1% EMD value, submitted at the time of bid submission) of the L1 bidder and if any illegitimate instruments are found. Criminal proceedings will be initiated against him/her and action will be initiated for Blacklisting through the License issuing Authority.
- 13. The bidder himself/herself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law.

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

Memo No. 868

Dated 13.03.2024

Copy along with soft copy (Gmail) & hard copy of tender call notice submitted to the Director, M & E. O'o the Engineer-in-Chief, Water Resources, Odisha, Secha Sadan, Bhubaneswar for favour of kind information with a request for posting of the notice on DoWR website https://dowrodisha.gov.in latest by 16.05.2023.

Encl:- Tender call Notice-soft & hard copies.

SUPERINTENDING ENGINEER

Memo No. 949

Dated 13.03.2024

Copy along with Soft copy (through Gmail:-ipr.advfagmail.com & iprsec.or@nic.in) & hard copy of tender Call Notice submitted to the Deputy Director-cum-Deputy Secretary (Advertisement), Information & Public Relation Department, Office of the Director of Public Relation, Govt. of Odisha, Bhubaneswar for kind information and necessary publication in most widely circulated two leading daily Odia News paper & one English news paper on or before 15.03.2024. Action may please be taken to consume minimum possible space for the publication. The advertising agencies may kindly be requested to send the advertisement bill along with the complimentary copies of the publication to the undersigned for necessary reference & further payment.

Encl: 1. Tender call Notice-soft & hard copies.

Short version of the paper publication Notice

SUPERPYTENDING ENGINEER

OFFICE OF THE SUPERINTENDING ENGINEER LOWER INDRA CANAL DIVISION, KHARIAR, DIST.-NUAPADA

Email:eelicd.khr@gmail.com

NO. 867

Dofe 13-03-2024

TENDER CALL NOTICE No. SELICD-10/2023-24 Dated:-13.03.2024

Sealed Bids in conformity with terms and conditions in the prescribed form are invited from reputed and experienced manpower service provider for providing Outsourcing Personnel in Dam site, Tikhali under office of the Superintending Engineer, Lower Indra Canal Division, Khariar.

The details of the Tender Call Notice and Document are available in the website https://nuapada.nic.in & https://downodisha.gov.in. The date & time of sale of Bid Document is from 15.03.2024(10.00AM) to 22.03.2025 (01.00. PM). The last date & time of receipt of Bid at Office of the Superintending Engineer, Lower Indra Canal Division, Khariar is 28.03.2024 up to 01.00 PM and will be opened on 30.03.2024 at 11.00 AM.

PERINTENDING ENGINEER

GOVERNMENT OF ODISHA



DEPARTMENT OF WATER RESOURCES

LOWER INDRA CANAL DIVISION, KHARIAR, DIST-NUAPADA

DRAFT BID DOCUMENTS

Name of the Work:- "Engagement of Security Guard & Electrician through outsourcing for Lower Indra Irrigation Project at Dam Site, Tikhali for the year 2024-25."

Certified that the bid document containing 21(Twenty-one) Nos. pages

Service Provider

SUPERINTENDING ENGINEER LOWER INDRA CANAL DIVISION KHARIAR

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OFFICE OF THE SUPERINTENDING ENGINEER LOWER INDRA CANAL DIVISION, KHARIAR, DIST.-NUAPADA

Email:eelicd.khr@gmail.com

No. 867 Date. 13.03.2024

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 District- Nuapada, during office hours and only the notice will be available in the website
 https://dowrodisha.gov.in and the notice along with the Bid documents can be downloaded from
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 of any pages, while downloading the Bid document.
- 2. The tender document may be purchased by hand from O/o the Superintending Engineer, Lower Indra Canal Division, Khariar on any working day during office hours (except Govt. holidays) on deposit of cost of the tender document as indicated in the above table in shape of cash/account payee Demand Draft/account payee Banker's cheque (Non-refundable) from any Nationalized Bank drawn in favour of Superintending Engineer, Lower Indra Canal Division, Khariar. However due to any reason if the payment is not deposited successfully then the Bid will be rejected.
- 3. The Bid will be received and opened in the office of the Superintending Engineer, Lower Indra Canal Division, Khariar, as per the date and time indicated in the above table in the presence of the Bidders or their authorized representatives.

- 4. E.M.D:- The tender shall be accompanied with EMD (Earnest Money Deposite amounting to Rs.28,400/- (Rupees twenty eight thousand four hundred) only as Earnest Money Deposit (1 % of the estimated cost) in shape of TDR issued by any Scheduled/Nationalized Bank duly pledged in favour of the Superintending Engineer, L.I. Canal Division, Khariar, Dist-Nuapada. Tender without EMD amount will be out-rightly rejected.
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- 9. Validity of tender shall be a period of 90 (Ninety) days from the last date of receipt of bids. If any bidder / tenderer withdraws his/her tender before the said period or make any modification in terms and conditions of the bid, the E.M.D deposited at the time of submission of the tender shall stands forfeited.
- 10. The single tender received in the 1st tender call shall be cancelled without opening of the bid. The acceptance of a single tender received even after re-tendering should have prior approval of next higher authority.
- 11. If the bidder back out from the offer before acceptance of the tender by the competent authority, the EMD/ISD & PS deposited by the bidder shall be forfeited
- 12. Agreement shall be drawn only after due verification of PS (3% of the Agreement value) & ISD (2% of the Agreement value which includes 1% EMD value, submitted at the time of bid submission) of the L1 bidder and if any illegitimate instruments are found, Criminal proceedings will be initiated against him/her and action will be initiated for Blacklisting through the License issuing Authority.
- 13. The bidder himself/herself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law.
- 14. The Bid Inviting Authority reserves the absolute right to accept or reject any or all Bids without assigning any reason thereof.

Sd/-

SUPERINTENDING ENGINEER

<u>SECTION-I</u> <u>Instruction to Bidders</u>

A. General Information:

- 1. Office of the Superintending Engineer, Lower Indra Canal Division, Khariar requires the service of reputed, well established, financially sound and registered Service Providers to provide adequately trained and disciplined man power at Lower Indra Dam site, Tikhali as per the requirement for day to day work or as assigned to them.
- 2. The period of contract for providing the aforesaid service will be **Up to 31.03.2025**. The contract period may be extended on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving **30 days** notice to the service provider.
- 3. The interested bidders may visit the location on any working day in the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

Eligibility Criteria:-

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Bid
1	 The bidder should be registered under appropriate authority, such as Registered under the Companies Act2013 Registered under the Indian Partnership Act 1932 Registered under the Indian Trusts Act1882 Registered under the Societies Registration Act1860. Registered under the Limited Liability Partnership Act2008. 	Certificate of Incorporation/ Registration
2	The bidder must have at least three 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.	Experience certificate from the previous authorities mentioning the period of service up to 31th March 2024.

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
3	The Registered Office / Branch Office of the Service Provider must be located within the State of Odisha.	Valid address proof of the office (Copy of latest Telephone / Electricity Bill)
4	Must have average annual financial turnover of Rs. 10 lakh during the last three financial years as on Dt. 31.03.2024.	Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period. (2021-22, 2022-2023 & 2023-2024)
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the bank pass book and Transaction statement for the last 6 months.
6	The agency should 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 – T2]
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 - T3]
8	Other Statutory Documents:	Copies of: PAN, GSTIN, Copies of EPF & ESI Registration Certificate IT return for the last 3 assessment year (2021-22 & 2022-2023, 2023-2024) Form T1 must be filled up correctly.

B. Submission of Bid:-

The proposal completes in all respect as specified must be accompanied with a Non refundable amount **Rs 6000/- (Rupees Six Thousand) only** towards cost of tender documents and also the tender shall be accompanied with a Demand draft/ Banker's cheque amounting to **Rs.28,400/- (Rupees twenty eight thousand four hundred) only** as Earnest Money Deposit (1 % of the estimated cost) drawn on any Scheduled/Nationalized Bank duly pledged in favour of the Superintending Engineer, L.I. Canal Division, Khariar, Dist-Nuapada. Tender without EMD amount will be out-rightly rejected

Selected bidder will have to deposit ISD (2% of the Agreement value which includes 1% EMD value, submitted at the time of bid submission) and a Performance Security (3% of the Agreement value) in the form of Deposit Receipt from any scheduled Bank situated within Odisha in favor of Superintending Engineer, Lower Indra Canal Division, Khariar for a period of three months beyond the contract period. (i.e. Deposit Receipt must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Deposit Receipt. The Deposit Receipt shall be released immediately after three months of expiry of the contract period provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Deposit Receipt. In case, the contract is further extended beyond the initial contract period, the Deposit Receipt will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of 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 letterhead
- **b)** Copy of Certificate of Incorporation of the firm /agency
- c) Copy of GSTIN
- d) Copy of PAN
- e) Copies of IT returns for the last three assessment years
- f) Copies of EPF & ESI Registration Number
- g) Copy Bank Account details
- h) Copies of the Income/Expenditure statements along with Balance Sheet for the last 03 years.
- i) Copies of experience certificate from the previous organizations for provided services during last 03 years.
- j) Undertaking regarding non-blacklisting (On stamp paper)
- k) Undertaking regarding non-pending of any judicial proceedings (On bidder's letterhead)

Any deviation from the prescribed procedures / required information / formats/conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

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

The Bid will be opened on <u>30.03.2024 at 11.00 AM</u> in presence of the authorized representatives of the bidder who wish to be present on the spot at that time.

The bid shall be valid for a period of <u>90 days</u> from the last date of receipt of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be **extended on mutual consent**.

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

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. In case two or more bidders having lowest evaluated bid (L-1), fulfilled all terms and conditions of bid document, then the bidder will be selected through a transparent Lottery system. The date and time of transparent Lottery will be communicated to the respective service providers through their authorized Email Id, if required.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall be as per the tabulation given in the last page of the Bid document.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

- 1. Superintending Engineer, Lower Indra Canal Division, Khariar invites sealed bids from the eligible bidders to provide Outsourcing Personnel for Dam site, Tikhali.
- 2. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge.
- 3. The Superintending Engineer, Lower Indra Canal Division, Khariar shall verify the qualification and experience of the Candidates for performing the defined responsibilities assigned by the authority from time to time. The Superintending Engineer, Lower Indra Canal Division, Khariar will select the deserving candidate to work in the above.
- 4. The manpower service provider should have an empanelled list of trained/experienced Outsourcing personnel so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition.
- **5.** The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by both the party.
- **6.** The manpower deployed by the service provider will required to report for work at scheduled time fixed by the Govt. or the authority in normal case and may also be required to work beyond the office hour in exceptional cases for which he would not be paid any extra remuneration.
- 7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
- **8.** The service provider may nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
- **9.** The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.
- 10. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.

- 11. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
- 12. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 13. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.
- 14. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

(Prescribed Qualification & Experience of the Manpower)

Sl. No	Manpower	Age Limit	Qualification	Work Experience	Remunerat ion (Minimum Take Home Remunerat ion)	Job Description
1	Electrician	21 to 60 year	• Should have passed ITI from any recognizer university. She/ He should have good moral character and must be well behaving to his authority.	-	As per the notification of Govt. from time to time	• Responsibl e to carry out orders of authority
2	Security Personnel	21 to 60 Year	Under Matriculation She/ He should have good moral character and must be well behaving to his authority.	-	As per the notification of Govt. from time to time	• Responsible to carry out orders of authority

SECTION - III

Schedule of Requirement:

Tentative requirement of Manpower to be deployed for the proposed services given here as under:

(To be filled up by the Tender Inviting Authority)

Sl. No.	Description	Requirement
Manp	ower	
1	Electrician	0 1 No.
2	Security Personnel	12 Nos.
	Total	13 Nos

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

SECTION - IV

GENERAL TERMS AND CONDITIONS

- 1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
- 2. Persons to be deployed by the Service Provider should be above 21 years of age and not exceeding 60 years and physically sound to perform the duties.
- 3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- 4. The Service provider shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
- 5. Service Provider shall maintain complete official records of disbursement of wages/salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- 6. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
- 7. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
- **8.** The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
- 9. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
- 10. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
- 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.

- In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contractor take any other action without assigning any reason whatsoever.
- 13. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
- 14. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
- There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records. The rates quoted by the bidder are GST mentioned. GST as applicable shall be paid over and above the bill amount.
- 16. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
- 17. The Services Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the first week of the succeeding month.
- 18. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
- 19. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
- 20. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
- 21. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
- 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.
- 23. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 24. The agreement can be terminated by either party by giving one month's notice in

advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.

- 25. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/information, leads to termination of agreement.
- 26. It is the responsibility of the security persons to make the area as restricted area and no trace passing of outside public, failing which it will breach the condition of contract for release of payment for that day.
- 27. Persons only holding the appropriate entry pass or Identity Card issued from the competent authority should only be allowed in side restricted area.
- 28. It is the responsibility of the security persons to maintain the entry / exit of the visitors in the register provided from the Department.
- 29. Security persons engaged should be in uniform (provided by the out sourcing agency) and well behaved
- 30. The name and contact details of each employee must be furnished to the undersigned with in seven days of drawal of agreement for official record and reference.

SECTION - V

TECHNICAL BID

COVERING LETTER (BIDDER LETTER HEAD)

To

The Superintending Engineer, Lower Indra Canal Division, Khariar.

Sub:

Tender for Engagement of Security Guard & Electrician through outsourcing for Lower Indra Irrigation Project at Dam Site, Tikhali for the year 2023-24.

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for Manpower in accordance with your Tender Call Notice No.: **SELICD-10/2023-24**. We are hereby submitting our proposal, which includes Bid Proposal sealed in envelopes.

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

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the tender document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal.

Yours' faithfully

(Signature of the Bidder)
Name:

Address of the Bidder:

16 **(FORM – T1)**

1.	Name of the Bidder	
2.	Details of Bid Processing Fee	No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
4.	Name & telephone number of the authorized person signing the bid	Name and Designation:
	dualionized person signing the ord	Mobile Number:
		Account Number:
5.	Bank Name	Bank and Branch Name:
		IFSC Code
6.	PAN No.	
	(Attach self attested copy)	
7.	GSTIN	
0	Attach self attested copy.)	
0.	E.P.F. Registration No. (Attach self attested copy.)	
9.	E.S.I. Registration No.	
	(Attach self attested copy.)	
	Attach attested copy)	
10	Acceptance to all the terms &	
	conditions of the tender	
L	(Yes/No).	
11	Power of Attorney /	
	authorization letter for signing the	
12	of the bid documents	
	Please submit an undertaking that no criminal case is pending with the	
	police at thetime of submission of	
	bid.	
13	Kindly mention the total	
	number of pages in the tender	
	document.	

14. Financial Turnover of the bidder for the last 3 financial years.(*)

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1		
FY2		
FY3		

^{*}from the date of issue of tender

$15. \qquad Details of the similar types ervice provided by the bidder in last 3 years:$

G.		Name of Authority	Type of services provided with	Contract Amount (in INR)	Duration	
Sl. No.	Period	with Complete Address & Fax No.	details of manpower /machinery deployed		From	То
1						
2						
3						

Service Provider

Superintending Engineer

16. 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;

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

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(S	ignature of Authorized	Representative with seal	()
Place:			

Enclosures:

- Bid Processing Fee in the form of Demand Draft in original
- Copy of tender document (each page must be signed and sealed)
- Duly filled Technical Bid and Financial Bid
- List of Documents as applicable

Date:

FORM-T2

UNDERTAKING

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

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

Yours sincerely,

Authorized
Signature [In full
and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM-T3

UNDERTAKING

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

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

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature (In full and initials)

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

SECTION – VI FINANCIAL BID

Name of the Work:- "Engagement of Security Guard & Electrician through outsourcing for Lower Indra Irrigation Project at Dam Site, Tikhali for the year 2024-25"

1.	Name of tendering Manpower Service provider
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2. Rate per person per day (8 hours per day) inclusive of GST.

				Man-Day Rate per Person					Total Amount	
Sl. No.	Manpower Type	Nos. of Man Power	Take home remuneration	EPF	ESI	Service Charge	Total. (col.04+col.05+ col.06+col.07)	001.0	Amount (Rs) Per person per Day (Col.08+Col.09)	(Rs) per Day (Col.03 x Col.10)
01	02	03	04	05	06	07	08	09	10	11
1	Electrician (Highly Skilled)	1								
2	Security Personnel (Semi-Skilled)	12								
									Total Rs	

NB: Take home remuneration of Electrician and Security Personnel is exclusive of employee's contribution towards EPF and ESI @ 13% and 3.25 % respectively.

Date:	Signature of authorized person
Place:	Name:-
	Seal-

Notes: 1. The total rates quoted by the tendering agency should be inclusive of taxation liabilities in force at the time of entering in to the contract' 2. The payment shall be made on conclusion of the calendar Month only on the basis of number of working days for which duty has been performed by each manpower.

3. The quoted percentage/amount (excess or less) must be up to two decimal point only. If the bidder write percentage/amount (excess or less) upto two or more decimal, it will read as two decimal without rounding off.

4.As per financial department Govt. of Odisha office memorandum No. 19595/F dated 11.07.2023, the minimum service charges shall be 3.85% and should not exceed 7% in any case. Any deviation to this the bid will liable for rejection.

Service Provider Superintending Engineer