DIRECTORATE OF ECONOMICS AND STATISTICS: ODISHA: BHUBANESWAR



Parisankshyan Bhawan, Heads of Department Building Campus

Unit-V, Bhubaneswar, PIN-751001

Ph-0674-2391295, e-Mail: desbbsr@gov.in

Order No 4001 /DES-OEV-MISC-0004-2021 Date 15 107 12023

TENDER NOTICE

(For award of contract for outsourcing the function of 13 (Thirteen) numbers of peon & Services of gardening for Directorate of Economics and Statistics, Bhubaneswar)

Sealed tenders are invited from intending service providing agencies for outsourcing the function of services of 13 Numbers of Peon & gardening for Directorate of Economics & Statistics, Odisha, Bhubaneswar on contract basis.

The detail information for outsourcing the services of aforesaid work has been given in the tender document which may either be downloaded from the website of DE&S - http://www.desorissa.nic.in/. or obtained in person from the office of the Director, Economics & Statistics, Odisha, Bhubaneswar on payment of Rs.500/- in cash or in shape of Bank Draft for Rs. 500/- (Non-Refundable) in favour D.D.O., DE&S, Odisha, Bhubaneswar on any working day from 17.07.2023 to 07.08.2023 between 11.00 AM to 4.00 P.M. The downloaded Tender document from the website should be submitted along with a Bank Draft/ Bankers Cheque of Rs. 500/- (Non-Refundable).

The tender document will be received only through Speed Post /Registered Post during office hour only. The last date and time for receipt of filled in Tender documents is **07.08.2023 by 5.00 P.M**. The office shall not be responsible for any kind of postal delay.

Memo No. 4002

Date: 15/7/23

Copy of the Tender Call Notice (Hard copy and Soft copy) forwarded to Director, I & PR with a request to take necessary action for early publication of the Tender Call Notice in two widely circulated Odia daily newspapers and one local edition of English daily newspaper.

Joint Director (Admn)

Memo No. 4603 /

Date: 15/7/23

Copy along with hard copy and soft copy of the Tender Notice and Tender Document forwarded to the Deputy Director (Computer), DE&S Bhubaneswar for hoisting in the website of Director, Economics & Statistics.

Joint Director (Admn)

Memo No. 4 504

Date: 1577123

Copy to the Notice Board/ RIPAE&S/ HOD Building

Joint Director (Admin.)



"TENDER FOR OUTSOURCING OF FUNCTIONS OF PEONS & SERVICES OF GARDENING"

Directorate of Economics & Statistics

Bhubaneswar, Odisha
TENDER NOTICE

Bid Reference No								Dated			_	
	Bids	in	sealed	cover	are	invited	under	two-bid	system	from	reputed	and
experi	ienced	serv	ice prov	iding a	gency	for pro	viding (Office Sup	oport Ser	vices	of Peons	and
Service	es of g	gard	ening fo	r the Di	rector	ate of E	conomic	s & Statis	stics at B	huban	eswar, Odi	isha.

The details of the bidding process are as follows:

SI. No	Bidding Schedule	Deadline
1	Date of Issue	15.07.2023
2	Bid Submission	17.07.2023 to 07.08.2023
3	Bid Due Date and Time	07.08.2023 by 5 P.M
4	Opening of Technical Bid	10.08.2023 at 11 A.M
5	Opening and Financial Bid	14.08.2023 at 3 P.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 Outsourcing of functions of Peons & Services of gardening" must reach the undersigned on or before 07.08.2023 by 5.00 P.M. through **Speed Post/Registered Post/ Courier** only.

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 desorissa@nic.in. Complete address for submission of bid

Directorate of Economics & Statistics, Unit-V, Keshari Nagar, Bhubaneswar -751001

Name and Designation of the Authority

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SECTION-I

Instruction to Bidders

A. General Information:

- 1. The Directorate of Economics & Statistics, Bhubaneswar, Odisha requires the service of reputed, well established, financially sound and registered Service Providers to provide service of function of peons and services of gardening by deploying adequately trained and disciplined man power at The Directorate of Economics & Statistics, Odisha as per the requirement.
- 2. The period of contract for providing the aforesaid service will be ideally for one (1) Year from the date of effectiveness of the contract. The contract may be extended for a period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service provider and at the discretion of the authority at a time. 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 between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

Eligibility criteria:

SI.No.		Supporting documents to be furnished along with the Technical Bid
1	The bidder should be registered under appropriate authority, such as	Certificate of Incorporation/ Registration
	 Registered under the Companies Act 2013 Registered under the Indian Partnership Act 1932 Registered under the Indian Trusts Act 1882 Registered under the Societies Registration Act 1860. Registered under the Limited Liability Partnership Act 2008. The firm registration minimum 5 Years Contract labour license minimum 100 Persons. 	
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 of the Service Provider must be located within the jurisdictional area of Odisha with a branch office at Bhubaneswar	Valid address proof of the office (Copy of the Telephone / Electricity Bill)
4	Must have minimum average annual financial turnover of Rs .3.0 Crore /- per year during the last 3 financial years as on Dt.31/03/2023	Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period. Mention the UDIN No.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the pass book and transaction statement for the last 6 month.
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	The agency shall have EPF, ESI & ECR minimum 500 person	Copies of the statement for the last 6 Months
9	Other Statutory Documents: If Management not satisfied with the offline verification of documents, then last five years EPF,ESI& GST deposit on online Mode will be verified.	·

B. Submission of Bid:

The proposal completed in all respect as specified must be accompanied with a Non-refundable amount ₹500/- towards **Bid Processing Fee** and **EMD** of ₹10,000/- in form of **Demand Draft** in favor of "[D.D.O., DE&S, Odisha, Bhubaneswar]", 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 so as to reach the authority by 07.08.2023 at 05.00PM.

The authority will not be 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**" (Outsourcing of functions of Peons & Services of gardening) and "Financial Bid" (Outsourcing of functions of Peons & services of gardening). Both sealed envelopes must be kept in a third sealed envelope super-scribing "Bid Documents (Outsourcing of functions of Peons and Services of gardening)".

Selected bidder will have to deposit a Performance Security (10% of the annual contract value) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of "[D.D.O., DE&S, Odisha, Bhubaneswar]", as per the prescribed format provided in the tender document 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
- b. Demand Draft in support of Bid processing fee as applicable
- c. Demand Draft in support of EMD as applicable.
- d. Copy of Certificate of Incorporation of the firm / agency
- e. Copy of GSTIN
- f. Copy of PAN
- g. Copies of IT returns for the last three assessment years
- h. Copies of EPF & ESI Registration Number
- i. Copy Bank Account details
- j. Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
- k. Copies of work orders from the previous organizations for providing services during last 5years.
- I. Undertaking regarding non-blacklisting (On stamp paper)
- m. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

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 [Insert Date and Time] 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 [Insert Date and Time] 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 <u>90 days from</u> the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

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

The Service Provider shall follow the Office Memorandum of the Finance Department Letter No. 19595 dated 11.07.2023.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

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

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

SECTION-II

SCOPE OF THE WORK

The DE&S, Odisha under Planning & Convergence Department, Odisha, Bhubaneswar requires the outsourcing of functions of Peons for DE&S, Odisha, Bhubaneswar.

A. Scope of services for Peons.

Minimum working hours and eligibility

- i. The functional outsourcing agency shall provide the functions of 13 peons to DE&S Bhubaneswar who shall work for 8 (eight) hours per day on regular basis.
- ii. The person deployed by the agency to function as peon shall have at least passed 8th Standard and should have the minimum elementary knowledge of reading and writing for smooth running of the office.
- iii. Services to be attend:
 - a. To carry files, daks, official Papers and books etc.as and when required in office from the officers to whom attached.
 - b. To attend to the office work of the officer to whom he is attached.
 - c. To attend to any other official duties which may be assigned by the officer to whom he is attached.
 - d. To return the signature pads after signature of the concerned officer to issue Branch.
 - e. To attend to any other official calls of the officer he is attached to.
 - f. To take attendance register from office to officer and back.
 - g. To take files from the officer to office and vice versa.
 - j. To take Diary, Transit register, Log books etc. to desired places as and when required by Officers/ Assistants/ Section officers/ Diarist, etc.
 - k. To Supply of drinking water in office rooms of the office to which he is attached.
 - I. To make dust free of furniture, files and racks kept in office room of the officers concerned.
 - m. To attend to any other official duties as may be assigned to him from time to time by his official superiors.

Scope of work for Gardener:

- 1. The Service Provider shall provide a Gardener having basic knowledge in Gardening and Horticulture work for Directorate of Economics & Statistics, Odisha.
- 2. The Gardener shall be deployed for 8 hours at the Directorate of Economics & Statistics, Odisha.
- 3. To maintain about 500 pots indoor & Outdoors Plants.
- 4. Change the soil of the pots in regular intervals, to clean. remove leaves, sticks, weeds and other debris arising of the gardening.
- 5. By hand or by using a spreader, apply seeds. Make sure you choose "shade" or "sun" seed accordingly to the conditions. Mixed "shade/ sun" seeds won't usually survive in shady areas.
- 6. By hand or by using a spreader, apply slow-release fertilizer or a natural fertilizer when required.
- 7. In the course of doing the work, if pests are noticed, then appropriate remedy may be taken.
- 8. The lawn, pots & trees are to be watered daily, shall not water so much that puddles form and water begins to run off. Besides, washing the seed away, excessive watering will carry the fertilizers also.
- 9. Take overall care of the garden or developing the same as per instruction of the Authority.

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 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. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 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 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 exercise adequate supervision to ensure performance of manpower 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, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
- 6. 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 manpower 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 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 service providing agency prior to signing of the agreement.
- The Service Provider will also ensure that the manpower deployed 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 manpower deployed 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 personnel deployed 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 man power 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 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 contract or take any other action without assigning any reason whatsoever.

- 15. 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.
- 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 Services Provider shall raise the bill, in triplicate, 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 second week of the succeeding month.
- 20. 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.
- 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 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 (One) month prior notice to the Service Provider.
- 23. 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.
- 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 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.
- 29. The Service Providing Agency 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.
- 30. The Plants, Pots, manures, fertilizer, medicines, gardening equipment etc. will be provided by DE&S.
- 31. The Registered Office of the Service Provider must be located within the jurisdictional area of Odisha with a branch office at Bhubaneswar.

SECTION - IV

TECHNICAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

То

The Director,
Directorate of Economics & Statistics
Unit-V, Keshari Nagar
Bhubaneswar- 751001, Odisha
[Location, Date]

Sub: Tender for Outsourcing of Functions of Peons & Services of Gardening at The Directorate of Economics & Statistics, Bhubaneswar [For outsourcing of Functions of Thirteen Peons & Services of Gardening]

Dear Sir,
I, the undersigned, offer to participate in the tender process to provide services for [Insert Name of the Service] in accordance with your Tender Notice No.:
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 RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely. I remain,
Yours faithfully,
Authorized Signatory with Date and Seal
Name and Designation:
Address of the Bidder:

(FORM-T1)

		1
1.	Name of the Bidder	
	Details of Bid Processing Fee nd Earnest Money Deposit: (Demand Draft Details)	DD No.:
	(Demand Dian Details)	Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Director /	
	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
	Name & telephone number of the authorized person signing the bid	Name and Designation:
	ine bid	Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
	PAN No.(Attach self attested copy)	
	GSTIN(Attach self attested copy.)	
	E.P.F. Registration No. (Attach self attested copy.)	
	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
	Acceptance to all the terms &conditions of the tender (Yes/No).	
12	Power of Attorney /uthorization letter for signing the of the bid documents	
	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
14	Kindly mention the total number of pages in the tender document.	

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

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1 (2019-20)		
FY2(2020-21)		
FY3(2021-22)		

^{*}from the date of issue of tender

16.Details of the similar type service provided by the bidder :

SI. No.	Period	Name of Authority with	Type of services provided with	Contract Amount (in INR)	Duration	
		Complete Address & Fax no	details of manpower /machinery deployed	(III IIVIK)	From	То
		& I ax IIO				
1						
2						
3						
4						
5						

17. 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. (Signature of Authorised Representative with seal)
Place:
Date:
Enclosures:

1.

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

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:

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.

SECTION - V

FINANCIAL BID COVERING LETTER

(BIDDER LETTER HEAD)

To

The Director,
Directorate of Economics & Statistics
Unit-V, Keshari Nagar
Bhubaneswar- 751001, Odisha
[Location, Date]

Sub: Tender for Outsourcing of Functions of Peons & Services og Gardening at The Directorate of Economics & Statistics, Bhubaneswar [For outsourcing of Functions of Thirteen Peons & Services of Gardening]

Sir.

I, the undersigned, offer to provide the services for [Insert title of the Service] 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 <u>90 days</u>. 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. I remain,

Yours faithfully,

Authorized Signatory [In full and initials]

Name and Designation of Signatory with Date and Seal: Address of the Bidder:

APPLICATION - FINANCIAL BID FOR PROVIDING SERVICES OF PEON & GARDENING IN DIRECTORATE OF ECONOMICS & STATISTICS. ODISHA, BHUBANESWAR. Name of the Service Providing Agency 1. 2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes etc while quoting the service charge Type of Service Monthly Rate per Unit in Rupees SI. No. Net Charges EPF ESI Other Service GST Total 3.25% per Unit 13% statutory Charge charges dues if (%) per Unit any Peon (Unskilled) 1. 2 Gardening (Thirty Days) Semi skilled

Notes:

- This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.
- No other charges would be payable by DE&S, Bhubaneswar.
- There would be no increase in rates during the Contract Period except provision under the terms and conditions.
- The total rates quoted by the Service Provider should be inclusive of all statutory / tax liabilities in force at the time of entering into contract.
- The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which services has been performed.
- The bids with NIL or very low service charge can be treated as "Non responsive Bid"
- The Service charges to be quoted as per the Office Memorandum of the Finance Department Letter No. 19595 dated 11.07.2023.

Date Signature of authorized person with seal Full Name:

Telephone No. / Mobile No.:

e - mail ID:

^{*} The Service charges is to be quoted in percentage (%) over Net charges + EPF,+ESI + other statutory charges if any

SECTION - VI

BID SUBMISSION CHECK LIST

SI.	Description	Submitted	Page
No.		(Yes/No)	No.
TEC	HNICAL BID (ORIGINAL)		
1	Covering Letter in Bidders Letter Head		
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 Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESI Certificate		
9	TECHNICAL BID duly filled in (Covering Letter, FORM-TI, T2 and T3)		
10	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		
11	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
12	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		
13	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past.(FORM-T2)		
14	Undertaking for not having any police case pending against the bidder(FORM- T3)		
FINA	ANCIAL 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]:	
5 7	
Name and Designation with Date and Seal:	

SECTION - VII

SERVICE AGREEMENT

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

This SERVICE	AG	REEMENT is	made	on _			between,	ı	
			_ (hereir	nafter cal	led as the	"Authority") of the 1 s	t Part	
and			(here ir	its n after ca		place ervice Prov		iness ne 2 nd	at
Part.									
WHEREAS									
1.									
	a.	the "Service the required service No:	manpov in	wer and respons	other reso	ources, has the	•	provide	
-			issu	ued by th	e Authority	,			
	b.	the "Authorit	t y " has a	accepted	the offer o	f the Service	e Provider to	o provide	<u>!</u>

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:

the required services as per the terms and conditions as set forth in this Service

Appendix A: General Terms and Conditions Appendix B: Scope of Work;

Appendix C: Contract Price and Payment Term;

Agreement.

- 2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, 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 services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services 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 Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7days of the signing of the contract.

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

- 4. Now this agreement witnesses 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 services in the Directorate of Economics and Statistics, Bhubaneswar in conformity with the provisions of the terms and conditions of the contract.
- b. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price
- d government
- the terms and

c.	at the time and in the manner prescribed in the said terms and conditions. Financial limit under this Contract varies with changes in statutory dues and the said terms and conditions.	
d.	taxes as applicable from time to time. That in the event of any dispute that may arise it shall be settled as per t	
	conditions of the contract.	
e.	That this agreement is valid up to	
For	and on behalf of [Tender Inviting Authority]	
Witr	ness 1:	
Witr	ness 2:	
For and on behalf of [SERVICE PROVIDER]		
[Na	me and Designation of the Representative with seal]	
Witr	ness 1:	
Witness 2:		

То

NAME & ADDRESS OF THE TENDER INVITING AUTHORITY

WHEREAS	(Name and address of the	
Service Provider) (hereinafter called "the Se	(Name and address of the ervice Provider) has undertaken, in pursuance of	
Contract		
No	datedto undertake the ervices) (herein after called "the contract").	
service(description of s	ervices) (herein after called "the contract").	
said contract that the Service Provider shall	ted by (Name of the Authority) in the furnish you with a bank guarantee by a scheduled sum specified therein as security for compliance	
Ç	give the Service Provider such a bank guarantee;	
behalf of the Service Provider up to a total of guarantee in words and figures), and we und declaring the Service Provider to be in defau	that we are guarantors and responsible to you ,on (amount of the lertake to pay you, upon your first written demand lt under the contract and without cavil or argument, any luarantee) as aforesaid, without your needing to prove and or the sum specified therein.	
We hereby waive the necessity of your Provider before presenting us with the demandary	our demanding the said debt from the Service and.	
contract to be performed there under or of a	addition to or other modification of the terms of the any of the contract documents which may be made in any way release us from any liability under this by such change, addition or modification.	
branch at(Name & Address depending on the filing of claim and any pa	nall be valid until theday ofyear. Our of the Bank) is liable to pay the guaranteed amount rt thereof under this Bank Guarantee only and only ifbranch a written claim or demand andbranch on or before Dtotherwise der this guarantee thereafter.	
(Signature of the authorized officer of the Bank)		
	Name and designation of the officer	
••••		

Seal, name & address of the Bank & Branch