

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@gmail.com desbbsr@gov.in

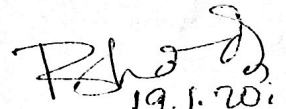
O.O No 465 / DES-OEV-MISC-0001-2022.

Date 19/01/2023
Tender Call Notice

Sealed tenders are invited from intending service providing agencies for the outsourcing of a Gardener at Directorate of Economics & Statistics, Odisha, Bhubaneswar.

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 - www.desorissa.nic.in on any working day from **20.01.2023 to 17.02.2023** between **5.30 PM**. The downloaded Tender document from the website should be submitted along with a Bank Draft/ Bankers Cheque of Rs. 500/- (Non-Refundable).

The Tender completed in all respect shall be deposited at Directorate of Economics & Statistics, Odisha, Bhubaneswar-751001 on or before 20.02.2023 through Register post /Speed Post only. The application form of the tender containing General Bid information and terms & Conditions can be downloaded from the website <http://desorissa.nic.in/> from 20.01.2023 to 17.02.2023. A tender fee of Rs.500/- and EMD of Rs. 3,000/- are to be deposited in shape of Demand Draft along with the Tender Application at the time of submission of the application. The authority reserves the right to cancel /modify the Tender at any point of Time.


19.1.2023
DIRECTOR

Memo No. 466 / Dated 19/01/2023

1. Copy to the Notice Board/RIPAES/HOD Building
2. Copy to PA to DE&S.
3. Copy to Dy. Director, Computer Centre for uploading in DE&S Website.


19/1/23
Joint Director (Admin.)

**SELECTION OF SERVICE PROVIDER FOR OUTSOURCING OF A GARDENER TO BE DEPLOYED AT
DIRECTORATE OF ECONOMICS & STATISTICS, ODISHA, BHUBANESWAR**

The Directorate of Economics & Statistics, Heads of Department Rd, Keshari Nagar, Bhubaneswar invites sealed tender from reputed and experience Service Provider for outsourcing of one Gardener for maintenance of garden at Directorate of Economics & Statistics, Odisha, Bhubaneswar.

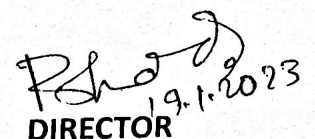
The interested Service Providers are required to submit the Technical and Financial Bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover along with the copy of the terms and conditions duly signed super-scribing "**Selection of Service Provider for outsourcing of Gardener**" The Service Provider may visit the location before submission of Tender to be acquainted with the working place in office hour from **20.01.2023 to 17.02.2023** on prior intimation to DE&S, BBSR. In case of any requirement as to clarity one may contact the DE&S office in working hour during the period from **20.01.2023 to 17.02.2023** in following telephone No.0674-2391295. Document to be attached to the Technical Bid chronologically as per the Sl.No of the checklist.

The Technical Bids will be opened by the Tender Committee on **21.02.2023 11 A.M.** and the Financial Bids of the technically successful bidder will be opened on **22.02.2023 at 3.P.M** Directorate of Economics & Statistics, Odisha, Bhubaneswar in the presence of Tender Committee Tenderers/ Representatives of Tenderers.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement are enclosed as a part of Tender Document.

Tender Schedule

Period of issue of tender Documents	20.01.2023 to 17.02.2023
Last date & time for submission of tender Documents	20.02.2023
Place of submission of completed tender Documents	Directorate of Economics & Statistics, Odisha, BBSR
Mode of submission	In Sealed cover mentioning "Selection of Service Provider for outsourcing of Gardener" on the outside cover through Register Post/ Speed Post only
Place, date & time for opening of Technical Bids	Directorate of Economics & Statistics, Odisha, BBSR Date 21.02.2023 at 11 AM
Place, date & time for opening of Financial Bids of eligible Bidders	Directorate of Economics & Statistics, Odisha, BBSR Date 22.02.2023 at 3 PM
Validity of Contract	Engagement for One Year


19.1.2023
DIRECTOR

DECLARATION

1. I,,Son/Daughter/Wife of Shri

Proprietor/Partner/Director/authorized signatory of the Service Provider mentioned above and competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. I / any partner/ any director/ Firm/ Company am/is not blacklisted by any Govt/ PSU.
4. No case is pending with the police against the Proprietor/Firm/ Company.
5. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we/am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of the tender at the stage besides liabilities towards prosecution under appropriate law.

Signature of the Tenderer/Authorized person

Date:

Full Name:

Place:

Seal:

The Directorate of Economics & Statistics, Odisha, Bhubaneswar under Planning & Convergence Department, Government of Odisha requires the outsourcing of a Gardener to be deployed at, Directorate of Economics & Statistics, Odisha Bhubaneswar.

I. Scope of work:

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 (4 hours in the morning & 4 hours in the evening) at the Directorate of Economics & Statistics, Odisha.
3. Clean the garden area to remove leaves, sticks and other debris.
4. Change the soil of the pots in regular intervals.
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.

Signature of the Tenderer/Authorized person

- II. **Eligibility Criteria (Documents to be attached:-** Non-submission of any of the following criteria shall be treated as Non-Responsive and subject to rejection)
1. The Service provider shall have at least 3 years' experience in providing similar service. (Copy to be enclosed).
 2. The Service provider must have successfully completed works of similar assignment as per following criteria, in last three financial years i.e till 31st March 2022 in any Govt. Organisation/ PSUs. (Copy to be enclosed).
 3. Must have average annual turnover of Minimum Rs.3 lakhs in last 3 financial years i.e till 31st March 2022,
 4. The bidder shall have an office/ branch in proximity of Bhubaneswar.
 5. There shall be no police case pending against the Proprietor/Firm/ or the Company/ Service Provider.
 6. The Service Provider must not have been blacklisted by any organization.
 7. The tendering service providers are required to enclose self-signed photocopies of the following documents along with the Technical Bid, failing which their Bids shall be summarily/out rightly rejected and will not be considered any further:-
 - a. Registration Certificate of the applicant organization.
 - b. EPF Registration along with latest deposited challan and Return as on 31.03.2022. (ECR with Remittance and latest Account slip).
 - c. ESI Registration along with latest deposited challan and return as on 31.03.2022.
 - d. Registration / license of the Labour Department, Government of Odisha for providing manpower services.
 - e. Copy of the PAN/GIR Card.
 - f. Copy of the Balance Sheet for the last 3 financial years ending as on 31.03.2022. (If any).
 - g. Valid GST Registration certificate.
 - h. Copy of Latest GST deposit challan and latest Return as on 31.03.2022.
 8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
 9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid application must be initiated by the person authorized to sign the tender bids.
 10. The offer of bidder will be cancelled straight away, if the bidder quoted the rate(s) less than the Minimum Wages of Government & Statutory dues as per Contract of Labour Act.

Signature of the Tenderer/ Authorised Person

III. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for a period of 1 year from the date of execution of agreement, may be extended further one year at a time depending on performance of the Service Provider and at discretion of the Director, DE&S, BBSR.
2. The Service provider may visit the Directorate of Economics & Statistics, Odisha, Bhubaneswar on any working day during 10.A.M. to 5 PM from ----- to be acquainted with the place of working environment. Such visit shall be on prior intimation to DE&S, BBSR.
3. The tender has been invited under two bid systems i.e. Technical Bid and Financial Bid. The interested Service Providers are required to submit the Technical and Financial Bid separately in the format enclosed. 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 "**Selection of Service Provider for outsourcing of Gardener**" should reach DE&S, Bhubaneswar .
4. All the pages of the tender should be signed by the owner of the firm or his Authorized Signatory. In case the tenders are signed by the Authorized Signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the Technical Bid as token of acceptance of terms and conditions.
6. A Tender Fee of Rs.500/- (Rupees two hundred) only is to be deposited in shape of Demand Draft in favor of DE&S payable at Bhubaneswar at the time of submission of tender document failing which the Tender shall be summarily rejected.
7. The documents are to be arranged serially as per the order mentioned in the check list and attached to the Technical Bid.
8. The E.M.D. of Rs.3 ,000/- (Rupees three thousand) only (refundable without interest) shall be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of the **Deputy Director., DE&S** payable at Bhubaneswar as per Finance Deptt., Odisha letter No-8484 dtd-05.04.2022 (enclosed) failing which the tender shall be summarily rejected.
9. The EMD without interest shall be returned to the unsuccessful bidders after finalization of contract preferably within 30 days.
10. The successful Bidder will have to deposit a Performance Security Deposit of 10% of the Annual value of the contract to be awarded which is to be deposited in shape of DD in favour of Assistant Director, DE&S payable at Bhubaneswar for the services after finalization of the Bid.
11. The Service Provider shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Service Provider shall keep DE&S, Bhubaneswar fully indemnified against liability of tax, interest, penalty etc. of the Service Provider & the staff deployed in respect thereof, which may arise.
12. The EMD of Rs. 3,000/- deposited by successful Service Provider for the service can be adjusted towards Performance Security Deposit on the request. The Performance Security Deposit does not carry any interest. If the successful bidder fails to furnish the performance Security Deposit within 30 (thirty) days after the issue of Letter of Award of Work, the DE&S shall be forfeited unless time extension has been granted by DE&S, Bhubaneswar.

Signature of the Tenderer/ Authorised Person

13. The bid shall be valid and open for acceptance of the Competent Authority of DE&S, Bhubaneswar for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
14. To assist in the analysis, evaluation and computation of the bids, the Authority may ask 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.
15. After evaluation, the work shall be awarded normally to the Service Provider fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Director, E&S /Competent Officer authorized by Director, E&S ,Bhubaneswar shall decide about the Service Provider to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Director/ Competent Authority shall be final.
16. DE&S, Bhubaneswar shall reimburse the Service Provider to the extent of the amount of variation arising out of the upward revisions in minimum wages as per the Govt. Of Odisha above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Service Provider making such payments to that extent only. In case of downward revision of any tax the contract rate to be revised accordingly.
17. DE&S, Bhubaneswar reserves the right to accept or reject any or all bids without assigning any reasons. DE&S, Bhubaneswar also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
18. The Technical Bids shall be opened on the scheduled date and time at Arthaniti & Parisankhyan Bhawan Bhubaneswar-751001 in the presence of the authorized representatives of service providers, if any, who wish to be present on the spot at that time. In case the date of opening declares as public holiday, it shall be opened on next working day.
19. The Financial Bid of only those tenderers will be opened who qualify in the Technical Bids. The Financial bids shall be opened on scheduled date and time at Arthaniti & Parisankhyan Bhawan Bhubaneswar-751001 in the presence of the representatives of Service Providers, if any, who wish to be present on the spot at that time. In case the date of opening declares as public holiday, it shall be opened on next working day.
20. The DE&S Bhubaneswar reserves the right to cancel all bids without assigning any reason thereof.
21. Any future clarification and/or corrigendum(s) shall be communicated through the website; [www. desbbsr@gov.in](http://www.desbbsr@gov.in).

Signature of the Tenderer/ Authorised Person

IV. Terms and Conditions for Deployment of Manpower

1. The deployment of the Gardener is without prejudice to the right of DE&S, Bhubaneswar to deploy the personnel in any other number or manner considered to be more suitable by DE&S, Bhubaneswar in the interest of the DE&S, Bhubaneswar.
2. Minimum Qualification for deployment of Gardener is 8th passed.
3. The Service Provider shall ensure that the Persons to be engaged by the Service Provider should be above 18 years of age and not exceeding 60 years and physically sound to perform the duties.
4. Persons to be engaged by the Service Provider should be fluent in Odia and to attend the work assigned by DE&S.
5. The Service Provider will get their antecedents, character and conduct verified.
6. The full particulars of the personnel to be deployed by the Service Provider including their name, addresses, Mobile Number and Identity Card with Photograph shall be furnished to DE&S, Bhubaneswar along with testimonials before they are actually deployed for the job.
7. The Service Provider shall not deploy or shall discontinue deploying the person(s), if so desired by the DE&S, Bhubaneswar at any time without assigning any reason whatsoever.
8. The Officer of Service Provider who will be In-charge shall be responsible for the efficient rendering of the service under the contract. While working at the premises of Arthaniti & Parisankhyan Bhawan Bhubaneswar-751001, he shall work under directives and guidance of Director, E&S Bhubaneswar or any authorized officer on his behalf and will be answerable to Director, E&S, Bhubaneswar. This will, however, not diminish in any way, the Service Providers responsibility under contract to the Director, E&S, Bhubaneswar.
9. A senior level representative of the Service Provider shall visit Directorate of Economics & Statistics, Odisha, BBSR premises at least once in a week and review the service performance of its personnel. During the weekly visit, Service Provider representative will also meet the DE&S, Bhubaneswar Officer dealing with service under the contract for mutual feedback regarding the work performed by the personnel and removal of deficiencies, if any, observed in the working.
10. The equipment/ instruments required for gardening works shall be borne/ supplied by the Service Provider at its own cost. Cost of flower & show plants, fertiliser & pest shall be borne by DE&S.
11. The Service Provider shall ensure that the Gardener deployed by it is disciplined and does not participate in any activity prejudicial to the interest of the DE&S, Bhubaneswar.
12. The day-to-day functioning of the service shall be carried out in consultation with and under direction of the DE&S, Bhubaneswar. Proposals for efficient functioning of the Gardener shall be discussed, considered and implemented from time to time by the Service Provider with approval of DE&S, Bhubaneswar. .
13. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. ESI etc. relating to personnel deployed by it at Directorate of Economics & Statistics, Odisha, BBSR or for any accident caused to him and the DE&S, Bhubaneswar shall not be liable to bear any expense in this regard.

Signature of the Tenderer/Authorized person

The Service Provider shall make payment of wages to gardener engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the DE&S, Bhubaneswar for whatever reason. The Service Provider shall also be responsible for the insurance of its personnel. The Service Provider shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re- enactments/amendments/modifications.

- a. The Payment of Wages Act, 1936
 - b. The Employees Provident Fund Act, 1952
 - c. The Contract Labour (Regulation) Act, 1970
 - d. The Payment of Bonus Act, 1965
 - e. The Employees State Insurance Act, 1948
 - f. Minimum Wages Act, 1948
15. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to DE&S, Bhubaneswar and maintain liaison with the police. FIR will be lodged by DE&S, Bhubaneswar, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility to be fixed.
 16. The Service Provider shall ensure that the Gardener appointed by them is fully loyal-to and assist the DE&S, Bhubaneswar during working.
 17. In case of any loss that might be caused to the DE&S, Bhubaneswar, due to lapse on the part of the Gardener discharging responsibilities, will be borne by the Service Provider and in this connection, DE&S, Bhubaneswar shall have the right to deduct appropriate amount from the bill of contracting Service Provider to make good such loss to DE&S, Bhubaneswar besides imposition of penalty. In case of frequent lapses on the part of the Gardener deployed by the Service provider, DE&S, Bhubaneswar shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
 18. In the event of the Gardener being on leave/absent, the Service Provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Service Provider shall make provision for leave reserve. No extra payment on this account shall be borne by DE&S.
 19. As and when DE&S, Bhubaneswar requires additional strength on temporary or emergent basis, the Service Provider will depute such Gardener under the same terms and conditions. For the same, a notice of two days will be given by the DE&S, Bhubaneswar. Similarly, if the Gardener deployed by the Service Provider at any time are found absent from duty or found engaged in irregular activities, the DE&S, Bhubaneswar shall deduct the requisite amount at the pro-rata rates from the bill of the Service Provider besides imposition of penalty for non-observance of the terms of contract.
 20. The Service Provider shall arrange to maintain the daily attendance record of the Gardener deployed by it showing his/her arrival and departure time. The Service Provider shall submit to DE&S, Bhubaneswar an attested photocopy of the attendance record and enclose the same with the monthly bill. The Register so maintained should be duly certified by the designated officer/staff of DE&S, BBSR.
 21. The DE&S, Bhubaneswar shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
 22. There shall be no increase in rates payable to the Service Provider during the Contract period except reimbursement of the minimum wages and statutory wages revised by the Government.
 23. The GST if applicable will be borne by the Service Provider.

Signature of the Tenderer/Authorized person

24. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
25. The Gardener deployed by the Service Provider shall have at least the minimum elementary knowledge of reading and writing of Odia language whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
26. In case of noncompliance/non-performance of the services according the terms of the contract, the DE&S, Bhubaneswar shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
27. The Service Provider shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Service Provider shall fully indemnify DE&S, Bhubaneswar against all the payments, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/ work in DE&S, Bhubaneswar premises/facility.
28. The decision of DE&S, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between DE&S, Bhubaneswar and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

Signature of the Tenderer/ Authorised Person

V. TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER

The tendering service provider should fulfil the following technical specifications: -

- a. The registered office or one of the branch offices of the service provider should be located within the jurisdiction of Municipal Corporation, Bhubaneswar. The service provider should provide the name, designation and contact number of the person to liaison with the DE&S.
- b. They should be registered with the appropriate registering authority.
- c. They should have at least three years' experience in providing services to Government Departments/Public Sector Companies/Banks etc.
- d. They should have their own Bank Account in any Nationalised Bank.
- e. They should be registered with Service Tax Departments.
- f. They should have PAN No.
- g. They should be registered with appropriate authorities under Employees' Provident Fund and Employees' State Insurance Acts.
- h. They should have regulatory clearance from the Labour Department.
- i. Average Minimum Turn over requirement per annum is Rs.3 Lakh.

Signature of the Tenderer/Authorized person

VI. FINANCIAL

1. The Technical Bid should be accompanied with Tender fee of Rs.500/- in shape of DD in favour of Assistant Director , Economics & Statistics payable at Bhubaneswar.
2. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.3,000/-(Rupees three thousand) only (refundable without interest) in the form of Demand Draft drawn in favour of Assistant Director ,Economics & Statistics payable at Bhubaneswar failing which the tender shall be rejected out rightly.

The Earnest Money Deposit in respect of the Service Providers which do not qualify the Technical Bid (First Stage)/ Financial Bid (second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the Service Provider fails to provide the services against the initial requirement within 30 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

1. The successful Bidder will have to deposit a Performance Security Deposit of 10% of the Annual value of the contract to be awarded which is to be deposited in shape of DD in favour of Assistant Director , Economics & Statistics payable at Bhubaneswar for the service after finalization of the Bid.
2. In case of breach of any terms and conditions attached to this agreement, the performance Security deposit of the service Provider shall be liable to be forfeited besides annulment of the Agreement.
3. The Service Provider shall raise the bill, in triplicate, along with copy of deposit of legal dues and attendance sheet duly verified by the Office of the Director,E&S in respect of the service provided and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released in the succeeding month.
4. The amount of penalty calculated @ Rs.50/- per day on account of delay in providing service/ unsatisfactory service shall be deducted from the monthly bills of the Service Provider in the succeeding month.
5. Director, E&S Bhubaneswar 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.
6. The successful bidder will enter into an agreement with DE&S for supply of service as per requirement of DE&S, Bhubaneswar on the above terms and conditions.

Signature of the Tenderer/ Authorised Person

LEGAL

1. Service Provider shall be responsible for compliance of statutory provisions relating to minimum wages payable to the Gardener by it in DE&S. The DE&S shall have no liability in this regard.
2. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to DE&S to the concerned tax collection authorities, from time to time as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to DE&S along with the bills.
3. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of DE&S or any other authority under Law.
4. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules as amended from time to time and a certificate to this effect shall be provided by DE&S.
5. In case, Service Provider fails to comply with any liability under appropriate law, and a result thereof, the DE&S is put to any loss/ obligation monetary or otherwise, the DE&S will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
6. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract. DE&S will have no liability towards non- payment of remuneration to the persons engaged by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DE&S by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
7. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Director., DE&S, Bhubaneswar. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
8. In the event of any dispute arising in respect of the clauses of the agreement, it shall be resolved through negotiation or through arbitration. Alternatively, the dispute shall be referred to the next higher authority for his decision and the same shall be binding on all parties.
9. In case of any dispute between the Service Provider and DE&S, Bhubaneswar, Director., DE&S, Bhubaneswar shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Bhubaneswar.

Signature of the Tenderer/ Authorised Person

TECHNICAL BID

(In separate sealed Cover-I super scribed "Technical Bid")

FOR SELECTION OF SERVICE PROVIDER FOR OUTSOURCING OF A GARDENER AT ARTHANITI & PARISANKHYAN BHAWAN BHUBANESWAR-751001

Name of tendering Service Provider :

1. Details of Tender Fee : D.D.No.....
: of Rs.

: drawn on Bank.....

2. Details of Earnest Money Deposit : D.D.No.....
: of Rs.

: drawn on Bank.....

3. Name of Proprietor/Partner/Director 0:.....

1.

2.

4. Full Address of Registered Office

a. Telephone No. :

b. FAX No. :

c. E. mail Address :

6. Full Address of Operating/ Branch Office:.....

a. Telephone No. :

b. FAX No. :

c. E. mail Address :

7. Name, Address & Telephone No. of:

Authorized Officer/Person:

8. PAN Card No:

9. TAN No:

10. GST Registration No :

11. EPF Registration No. :

12. ESI Registration No. :

13. Bank Details of the Tenderer

- i) Bank Account Number-.....
- ii) Name of the Account Holder
- iii) Name of Bank/Branch.....
- iv) IFSC Code.....

14. Financial turnover of the tendering Service Provider for the last 3 financial years.

Financial year	Amount (Rs. In lakh)	Remarks, if any
2018-19		
2019-20		
2020-21		

(Self attested copy to be enclosed)

15. Give details of the major similar contracts handled by the tendering Service Provider during the last three years in the following format (if the space provided is insufficient a separate sheet may be attached).

Sl. No.	Name of the client/address/Telephone & Fax No.	Type of service provided	Amount of Service contract (Rs. in lakh)	Duration of contract	
				From	To

16. Documents attached – As per the Checklist

(Additional information – Attach Self attested copy of the proof of the above documents).

Date:

Signature of the Tenderer/Authorized person

Place:

Name:

Seal

FINANCIAL BID

(In separate sealed Cover-II super scribed "Financial Bid")
FOR SELECTION OF SERVICE PROVIDER FOR OUTSOURCING OF A GARDENER
AT- Arthaniti & Parisankhyan Bhawan Bhubaneswar-751001
Nos. of Requirement:-

Total no. of Gardener:- 1

Note:

1. Total Commission Charges of the Service Provider to be calculated for one month.
2. The Price quoted shall be inclusive of all taxes.

Break-up of the rate (should be furnished in the below format) also be provided along with the copy of the Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt. and all statutory covered as per Contract of Labour Act.

Break-up of the rate of Price Quotation per month

Category of the Employee	Rate per person per month(in Rs)						
	Home Take (Per month)	EPF (Per month)	ESI (Per month)	Leave/ National Holiday (Per month)	Commission Charges of S.P (Amount in Rs.) (Per month)	Total Price to be quoted excluding Taxes (Per month) (Sum of Col. 1 to 5)	Total Price to be quoted including all Taxes (Per month) (Sum of Col. 1 to 6)
	1	2	3	4	5	6	7*
Gardener							

Total amount Rs..... (In Figure).

NB: The Service Provider shall quote their commission charges in reasonable price. In case of any wrong calculation found in the total amount, the unit price shall be considered.

* The price quoted shall be inclusive of all taxes at existing rate. In case of any revision of taxes the price to be modified accordingly mutually agreed by the Tenderer and DE&S.

Declaration by the Service Provider:

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.

Note:

- i. No other charges would be payable by DE&S, Bhubaneswar.
- ii. There would be no increase in rates during the Contract Period except provision under the terms and conditions.

(Signature of Tenderer/Authorised Person with seal

Name: Address :

Place:

Date:

Phone No. (O) :

Mobile No. :

CHECKLIST

(Attach self-attested photocopy)

1	Registration Certificate of the service provider	YES/NO			
2	GST Registration No	YES/NO			
3	E.P.F. Registration No	YES/NO			
4	E.S.I. Registration No.	YES/NO			
5	Copy of PAN No.	YES/NO			
6	Copy of Registration / license of the Labour Department, Government of Odisha for providing services.	YES/NO			
7	In case the tenders are signed by the authorized Signatory, a copy of the power of attorney/authorization to be enclosed.	YES/NO			
8. Financial turnover of the tendering Service Provider for the last 3 financial years (Xerox copy of audited statement to be enclosed), if any		YES/NO			
Financial year	Amount (Rs. In lakh)	Remarks, if any			
2018-19					
2019-20					
2020-21					
9. Give details of the major similar contracts handled by the tendering Service Provider during the last three years in the following format (if the space provided is insufficient a separate sheet may be attached)		YES/NO			
Sl.No.	Name of the client/address/ Telephone & Fax No.	Type of service provided	Amount of Service contract (Rs. in lakh)	Duration of contract	
				From	To

Proof of the above documents are to be attached.

Date: _____ **Signature of the Tenderer/Authorized person**

Place: _____ **Name:** _____

Seal

AGREEMENT

This Agreement is made on this..... day of 2020 between Directorate of Economics & Statistics(DE&S) represented by Director hereinafter referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors of assignees of the one part.

And

M/s.....represented by Sri..... hereinafter called the "Service Provider" which expression shall, where the context so required or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of Gardener is required at Directorate of Economics & Statistics Bhubaneswar.

And whereas the "Service Provider" has offered its willingness to the same in conformity with the Provisions of the Terms and Conditions of contract.

And where as the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Service Provider"

Now this agreement witnesses as below:-

1. That the Annexure containing the terms and conditions of the request for proposal shall be deemed to form and to be read and construed as part of this agreement.
2. 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 at Directorate of Economics & Statistics, Bhubaneswar in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise, it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the Officer

Signature of the Authority Date

Seal