

TENDER CALL NOTICE NO.- DEI/KENDRAPARA/01/2019-20

FOR

**PROVIDING SUPPORT SERVICES
FOR THE
OFFICE OF THE EE-CUM-DEI, KENDRAPARA**

AT-QR NO-D1 ,OPTCL/CESU COLONY BADAMBADI CUTTACK

Cost of Tender Paper – Rs.600/-(Rupees Six Hundred Only)

Sold vide BD/BC No.-.....

Date.....

EE-Cum-DEI, Kendrapara

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QUOTATION CALL NOTICE NO.- DEI/KENDRAPARA/01/2019-20

Dated.24.05.2019

Sealed quotations are invited in two parts by the EE-Cum-DEI, Kendrapara from reputed firms/agencies only having GST Registration, EPF Registration issued by the competent authority, PAN in the name of the firm / agency / proprietor for the work as mentioned below, with the terms and conditions as per the tender specification.

Sl. No.	Description	Estimated Cost / EMD in Rs.	Cost of Tender Paper in RS.	Period of Contract
1	Providing support services for the office of the EE-Cum-DEI, Kendrapara as per details provided in the tender document	Rs.140000 / Rs. 1400/-	Rs.600/-	Initially Up to 28.02.2020. Further extendable up to 03 years as per details in the tender document.

The sale of tender paper shall start from **dtd. 24.05.2019** and shall close on **dtd. 04.06.2019** at **01:00 PM**.

The last date and time of receipt of tender is up to **02:30 PM of dtd. 04.06.2019**. The date and time of opening of tender is **03:30 PM of dtd. 04.06.2019**.

For details and further updates/corrigendum if any, please visit our website
<http://eicelectricityodisha.nic.in>.

The EE-Cum-DEI, Kendrapara reserves the right to modify, accept or reject any or all bid documents without giving any reason thereof.

Sd/-

EE-Cum-DEI, Kendrapara

SECTION-I
INSTRUCTION TO TENDERERS

1. The tenderers are requested to go through the details of the tender specification and fully acquaint themselves to all the conditions and matters before quoting for the tender. Should a tenderer find any discrepancies or omissions from the specification or other documents, or be in doubts as to their meaning, he should at once intimate the authority and obtain clarification in writing. This however, does not entitle the tenderer to ask for time beyond the due date fixed for receipt of tenders.
2. (i) The tender document can be obtained by the intending bidder from the office of the EE-Cum-DEI, Kendrapara in person during office hour on all working days from **24.05.2019** up to **01:00 PM of 04.06.2019** on production of Bank Draft /Bankers Cheque towards payment of tender document cost for **Rs.600/-**(not refundable). The cost of tender document shall be deposited in this office in shape of D.D./ Bankers Cheque drawn from any Nationalized Bank/Schedule Bank in favour of **SE-cum-Electrical Inspector, Cuttack** , payable at **Cuttack**.
(ii)The tender documents will also be available on the website <http://eicelectricityodisha.nic.in> which may be downloaded by intending tenderers. Tenderers who download the tender documents from the website will have to pay the cost of tender documents i.e. **Rs.600/-**in shape of Demand Draft/Bankers Cheque prepared on or before the scheduled date of sale in favour of **SE-cum-Electrical Inspector, Cuttack** payable at Cuttack in a separate envelope marked “**Cost of tender documents downloaded from website**” along with the technical bid. The authority will not be responsible if any portion of the approved tender documents available in the website is excluded or modified in the downloaded documents. The download facility will be available up to the last date of sale of tender papers.
3. **Submission of Tender:** The tenderers are required to sign at each and every page of the tender specification as a token of their acceptance of the terms and conditions of the tender and submit in the Technical bid. Each of the bid i.e. Technical bid and price bid should be separately sealed and superscribed as **Technical Bid** and **Price Bid** against **Tender Call Notice No. DEI/KENDRAPARA/01/2019-20** respectively. All the two sealed envelopes shall be submitted in one sealed envelope and superscribed as “**Tender Call Notice No. DEI/KENDRAPARA/01/2019-20** for “**Providing Support Services at office of the EE-Cum-DEI, Kendrapara** ” in the office of the undersigned. The due date of receipt of tender is up to **02:30 PM of 04.06.2019**. Incomplete / conditional / separate / telegraphic tenders shall not be accepted. The offer in any other mode/ Performa except the prescribed form will not be entertained.
4. The tender will be opened in the Office of the undersigned **on 04.06.2019 at 03:30 PM** in the presence of the tenderers or their authorized representative if any.

5. First the technical bid will be opened and evaluated then the price bid of only the technically qualified tenderers only will be opened on the same day or on a later date to be intimated in writing to the technically qualified bidders only. **The technically qualified tenderer offering the lowest grand total cost shall be considered for award of work.** In case there are differences in the rates of EPF, ESI, GST and other statutory dues by different tenderers, then a common rate shall be finalized by the EE-Cum-DEI, Kendrapara for the purpose of evaluation of the lowest bidder and the rates offered by each tenderer shall be loaded with the common rates as decided by the EE-Cum-DEI, Kendrapara for facilitating evaluation of lowest bidder.
6. Only those who have purchased the tender specification are eligible to submit their tender. The tender document downloaded from the web site must be accompanied with the cost of tender paper.
7. Incomplete, conditional offer containing vague and indefinite expression such as “subject to immediate acceptance”, “authorized to sales and service” etc. will not be considered.
8. The tenderer has to quote in the prescribed price bid format only as per Section-IV. Quoting in any other manner will not be entertained.
9. The minimum period of engagement for the **support services** as detailed in the scope of work is for **up to 28.02.2020 which can be subsequently extended for a further period of three years annually subject to successful performance and availability of budget provision for the purpose.** The contract period may be terminated owing to deficiency in service or substandard quality of services or because of change in the office’s service support requirements. The EE-Cum-DEI, Kendrapara however reserves the right to terminate this initial contract at any time after giving one week notice to the selected service provider
10. The services are to be provided on all working days of the office as per Govt. of Odisha official calendar which excludes Sundays and Holidays. However in exigency of work, services needs to be provided during Sundays and Holidays also.
11. Tenders with over written or erased, illegible rate, or rates not shown in figures and word will be liable for rejection. In case of rates in figures and words differ, the figure in words shall be considered.
12. The tenderers will have to drop their tenders in the identified tender box only or can be submitted by registered post.
13. Tender received by Fax/Email shall not be accepted in any circumstances and same will be rejected.
14. This office takes no responsibility for any loss of documents or for delay / non- receipt of tender specification / tender sent by post or by any other arrangement.
15. Tenders received after due date & time will not be considered. If the last date of sale, receipt and opening of tender happens to be a holiday, the next working day will be the corresponding effective date.

16. No post tender correspondence by the participated firm/agency will be entertained.
17. All documents pertaining to specification, schedule, notices, correspondences, and any other writing shall be written in ENGLISH language and dimension should be in METRIC unit only.
18. While tenders are under consideration, tenderers and their representatives or other interested parties are requested to refrain from interfering with the evaluation process by any means. This office if necessary will obtain clarification by requesting such information from any or all the tenderers either in writing or through e-mail, which may be necessary.
19. The tender shall be accompanied with an **Earnest Money Deposit** amounting to **Rs.1400/- (Rupees one thousand four hundred) only**. Please refer clause No.5 of Section-II for detail about EMD.
20. The offer should be valid for a period of **120 days** from the date of opening of tender; otherwise the tender will be liable for rejection.
21. The rate quoted should be FIRM and in **Indian Rupees**.
22. Successful tenderer will be required to deposit 12% of the contract value in shape of Demand Draft drawn from any Nationalised Bank/Schedule Bank in favour of “**SE-cum-Electrical Inspector, Cuttack**”, payable at Cuttack in shape of Composite Bank Guarantee @12% of the contract value from any Nationalised Bank/Schedule Bank at Cuttack in standard proforma within 21 days of issue of work order towards Security-cum-Performance Bank Guarantee Valid for a period of at least 12 months from the date of execution of order, whichever is earlier. The details regarding Composite Bank Guarantee are indicated in Annexure-III of Section-III. The Bank Guarantee needs to be extended in case the contract is extended.
23. The Technical Bid of the tender document must be accompanied with the following documents, failing which the tender will be liable for rejection.
 - a) Self attested Copy of Registration Certificate of the firm / agency.
 - b) Proof of purchase of tender specification (if purchased)/ cost of tender paper (if downloaded).
 - c) Requisite EMD in shape of Demand Draft.
 - d) Self attested Copy of GST Registration Certificate.
 - e) Self attested Copy of IT PAN card in the name of the firm/ Agency/ Proprietor.
 - f) Self-attested Copy of EPF Registration Certificate.
 - g) Annexure-I duly filled up (Technical details) along with supporting documents.
 - h) Annexure- I duly filled up (Declaration form).
24. The tender will be opened in the office of the **EE-Cum-DEI, Kendrapara, functioning at Quarter No D1, OPTCL/CESU Colony, Palamandap, Badambadi ,Cuttack** in presence of tenderers or authorised representative if any on the schedule date & time as specified in the tender notice & subsequent corrigendum if issued.
25. The authority reserves the right to increase or decrease the scope of service needs in the tender depending on the requirement if felt necessary.
26. Bid Evaluation Methodology:
 - (i) Bidders not fulfilling the eligibility criteria shall be excluded from further evaluation.
 - (ii) Evaluation shall be based on Technical and Financial bids submitted by the Bidders.
 - (iii) Bidders fulfilling the eligibility criteria as per the above evaluation criteria shall be called for opening of the financial bids.

- (iv) The Competent Authority reserves the right to cancel any or all bids without assigning any reason thereof.
 - (v) **The EE-Cum-DEI, Kendrapara** , shall award the contract to the respective qualifying bidder quoting lowest price in total cost in each category of service. In case of Tie in L-I prices, the authority reserves the right to decide it on the basis of lottery.
27. The authority reserves the right to reject any or all tenders without assigning any reason thereof.

EE-Cum-DEI, Kendrapara

SECTION –II

(GENERAL TERMS AND CONDITIONS)

1. **SCOPE OF WORK:** The scope of work is to provide office support services at the office of the **EE-Cum-DEI, Kendrapara** . The office support service includes one category of service.
 - **Category : Services of Data Entry and Information Technology related services: 1 no.**

The services shall be provided during office hours on each working day for undertaking routine office data entry and information technology related works such as data entry and verification and compilation works for electricity duty, inspection installation, accidents data entry and generation of progress reports and compilation of information, typing of office letters and documents, e-mail, use of web applications and other associated activities for the successful operation of the office.

Qualification: The service provider shall for the purpose provide trained and qualified manpower resources for undertaking the activities. The resources having minimum Educational Qualification of Graduation with PGDCA / DCA or BCA with knowledge/experience on working in MS-Word, Excel and Access in windows operating system, knowledge of web browsers and e-mail shall be provided.
2. **PRICE:** The tenderers should quote their price in the prescribed Price Bid format only for individual categories. The Monthly charges including Service Charges etc. should be quoted separately for each category in the specified format. Statutory dues and GST shall be paid after production of evidence of payments to the manpower resources and deposits with statutory authority for the previous month.
 - a. **For this category of service, the minimum basic wage as applicable to data entry (high skill) operators engaged by this organization shall be applicable along with other statutory dues.**
3. **Escalation of Price:** There shall be no escalation of price during the period of contract. However in case there is revision of basic wages for the data entry operators by the Govt., or there is any revision of minimum wages and other statutory dues, the same shall only be payable to the contractor by **EE-Cum-DEI, Kendrapara** as per applicable rates. However **there shall be no increase in service charges payable to the contractor.**
4. **Repeat Order:** The **EE-Cum-DEI, Kendrapara** may consider placing order for additional services from any category and the selected organization needs to provide the required services at the same rate as per the work order.
5. **EARNEST MONEY DEPOSIT:**
 - a) The tender shall be accompanied with **Rs.1400/-** as Earnest Money. EMD shall be deposited in shape of Demand Draft or Bankers Cheque from any Nationalized Bank/ Scheduled Bank in favour of “**SE-cum-Electrical Inspector ,Cuttack** ”, payable at Cuttack .
 - b) The DD / BC shall be made during the scheduled period of sale of tender paper.

- c) The original DD / BC submitted towards EMD of all the unsuccessful tenderers will be returned after evaluation of tender.
- d) In case the successful tenderer fails to accept the order within 15 days the EMD will be liable for forfeiture.
- e) The EMD of the successful tenderer will be returned after deposit of Security Deposit / and execution of agreement.
- f) No interest will be paid on deposited Earnest Money.
- g) No adjustment towards Earnest Money Deposit shall be made against any outstanding amount.
- h) Exemption of EMD shall be considered as per the prevailing rules / circulars of Govt. with documentary evidence.
- i) In case of finalization of tender takes more than 3 months, then the bidder shall revalidate the Demand Draft / BC deposited by them towards EMD after intimation by the tendering authority.

N.B.: Tender without EMD will be out rightly rejected and no further correspondences in this regard will be entertained.

6. **SECURITY DEPOSIT:** The successful bidder will be required to deposit @ 12 % of the contract value towards Security and Performance before execution of agreement. The Security Deposit amount shall either be deposited in shape of Demand Draft drawn from any Nationalized Bank/Schedule Bank in favour of “**SE-cum-Electrical Inspector,Cuttack** ” payable at Cuttack OR in shape of Bank Guarantee @12% of the contract value from any Nationalized Bank/Schedule Bank executed in a non-judicial stamp paper of Rs.120/-(Rupees One Hundred Twenty only) or any amount as per ODISHA Stamp Duty Act, strictly as per Proforma enclosed, valid up to 12 months from the date of execution of work order. The confirmation letter of the concerned bank should be sent along with the Bank Guarantee.

- a) The security deposit shall be refunded only after satisfactory execution and completion of the contract, subject to payment of final bill.
- b) No interest will be paid on security deposit amount. In the event of any default in all or any of the condition set forth and provided in the work order, the whole or part amount of the Security Deposit shall be forfeited. The proof copy of the Security Deposit is to be produced to the Controlling Officer for making agreement.

7. **AGREEMENT:** The successful tenderer will be required to execute an agreement, within 12 days of receipt of work order with the controlling officer in a non- judicial stamp paper of **Rs.120/-(Rupees One Hundred Twenty)only** or any amount as per ODISHA Stamp Duty Act before execution of the work on submission of the following documents.

Document to be submitted to the controlling officer for execution of agreement

- i) Copy of Registration Certificate of the firm / agency.
- ii) Copy of GST Migration / Registration Certificate.
- iii) Copy of PAN Card allotted by Income Tax Department.
- iv) Copy of EPF Code No. issued by the Employees Provident Fund Commissioner.
- v) Composite Bank Guarantee / Security Deposit as per Clause No.4 of Section-II.
- vi) The particulars of all the persons proposed to be deployed for extending the services such as Name, Fathers Name, Present Address, Permanent Address and Educational Qualification along with 2 Passport Size Photographs.

The contract will be effective from the date of issue of formal work order. However payments shall be released only after execution of Agreement. The contractor has to furnish proof copies of Educational Qualification of proposed personnel to be deployed for the services along with their Bio- Data prior to execution of agreement.

DISCIPLINE & DEPLOYMENT OF PERSONNEL:-

- I. Before deployment of personnel for providing the services, contractor shall check and verify the antecedents of the resources deputed on duty, and the liability of the conduct & discipline of the personnel shall rest with the contractor. All the manpower resources deployed under this contract shall be of good character, well-behaved, disciplined and shall not be allowed to come for duty under the influence of alcohol or prohibited drugs.
 - II. The controlling officer shall be at liberty to object to and require the contractor to remove from the work any person(s) deployed by the contractor who in the opinion of the controlling officer, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties. The contractor shall forthwith comply with such requisition & such person shall not be deployed again.
 - III. In the event of change/ transfer of personnel, contractor shall immediately intimate the Controlling Officer about the same & the particulars regarding person being deployed against replacement shall also be submitted upon replacement of personnel.
8. **OBLIGATION:** The contractor shall implement all statutory requirements as applicable from time to time by the Govt. of Odisha. EE-Cum-DEI, Kendrapara is not responsible for any lapse by the contractor, his workmen and his representatives.
9. **PERIOD OF CONTRACT:**
- i) The period of contract is initially for **up to 28.02.2020** from the date of issue of formal work order. On successful completion of the contract, the contract period can be extended further

- annually for a further period of three years subject to satisfactory performance and availability of budget and requirement of the office.
- ii) In case of failure by the firm/agency to fulfil his contractual obligations, the EE-Cum-DEI, Kendrapara reserves the right to cancel the contract and the security deposit shall be forfeited in addition to any additional liability on the firm/ agency towards risk and cost.
10. **TERMINATION OF CONTRACT:** The contract can be terminated by either party by giving 30 days prior notice.
11. **LABOUR ACT:** The contractor will abide by the existing labour laws and amendments from time to time in force during the tenure of contract. The contractor shall also indemnify EE-Cum-DEI, Kendrapara against any claims / liabilities under the labour laws and if any penalty is to be paid by EE-Cum-DEI, Kendrapara, the same will be deducted from the contractor's dues.
12. **TENDERER'S LIABILITY:**
- i) The working hours of the services will be for 8 hours daily in between 07.00 A.M to 07.00 P.M on all working days.
- ii) The firm/agency will provide the Services as per instructions of the Controlling Officer from time to time.
- iii) During the period of contract, the contractor has to comply all the relevant Laws, Rules and Acts of GOO and GOI as applicable.
13. **ACCIDENT:**-The Contractor (Service Provider) shall indemnify EE-Cum-DEI, Kendrapara against any loss due to accident caused by negligence of the firm. If it is proved that the damage to equipment / theft due to negligence of the manpower resources engaged by the firm, the firm has to bear the actual expenses failing which it shall be recovered from the security deposit.
14. **DISPUTE IN CONTRACT:** In the event of any dispute arising out of or in relation to the job contract, the same shall be referred to the EE-Cum-DEI, Kendrapara. In case the service provider is not satisfied with the decision of the EE-Cum-DEI, Kendrapara, the service provider may file an appeal before the **Superintending Engineer- Cum- Electrical Inspector, Cuttack**, whose decision on the matter shall be final and binding.
15. **PENALTY:** If the contractor fails to provide the required service for any day or part of it, the payment for the period shall be proportionately deducted from the month bill and additional penalty @**Rs.120 per day** shall be deducted from the monthly bill for each day for which the services has not been provided.
- a. If service undertaken by the contractor is not up to the satisfaction of controlling officer or his Higher authorities:
- i. The EE-Cum-DEI, Kendrapara may at its own discretion impose financial penalty on contractor, OR
- ii. Full or part of the amount of bill will be withheld / deducted from the monthly bill or the security deposit as the case may be, without any notice, OR
- iii. The EE-Cum-DEI, Kendrapara may terminate the contract.

16. **BILL:** The firm / agency should submit the monthly bill to the controlling Officer by 2nd week of the succeeding month. The following documents are to be submitted along with bill.
 - i) Paid acquaintance duly received by the engaged resources and duly signed by the contractor on the body of the acquaintance.
 - ii) Document towards deposit of EPF, ESI and certificate of the contractor to the effect that the EPF, ESI contribution of those deployed has been included in that deposit.
 - iii) Certificate of Controlling Officer towards satisfactory performance.
17. **TAXES:** Statutory deductions as applicable shall made from the bill of the firm / agency in accordance with concerned Act/Rules.
18. **PAYMENT:** Monthly payment will be made through online transfer through treasury within 30 days of receipt of correct bill duly verified by the Controlling Officer. The organization has to furnish the bank details for facilitating online transfer of payments.
19. **PAYING OFFICER:** SE-cum-Electrical Inspector, Cuttack , who is Drawing and Disbursing officer.
20. **CONTROLLING OFFICER:** EE-Cum-DEI, Kendrapara .
21. Suits if any arising out of this contract shall be filed by either party in a Court of Law within the jurisdiction of the court at Cuttack . It shall be expressly agreed that neither party shall be competent to bring suit in this regard at any place outside the State of Odisha.

EE-Cum-DEI, Kendrapara

SECTION-III

ANNEXURE-I

APPLICATION – TECHNICAL BID

For Office Support Services to the office of EE-Cum-DEI, Kendrapara At Quarter No-D1, OPTCL/CESU colony, Palamandap, Badambadi, CUTtack

1. Name of Tendering Service Provider: _____
2. Details of Earnest Money Deposit: DD No. _____ Date _____
of Rs. _____ drawn on Bank _____
3. Name of Proprietor / Partner / Director _____

4. Full address of Registered: _____
Office _____

Telephone No. : _____
Fax No. : _____
E-Mail Address: _____
5. Full address of Operating / Branch Office: _____

Telephone No. : _____
Fax No. : _____
E-Mail Address: _____
6. Name & Telephone No. of: _____
Authorized officer
7. Banker of the service Provider: _____
(Attach certified copy of statement of
A/c for the last Three years) _____

Telephone Number of Banker: _____
8. PAN / GIR No. : _____
(Attach Attested copy)
9. Service Tax Registration No. : _____
(Attach attested copy No. : _____)

10. E.P.F. Registration No. _____
(Attach attested copy)

11. E.S.I. Registration No. : _____
(Attach attested copy)

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

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2016 - 2017		
2017 - 2018		
2018 - 2019		

13. 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 client, address, telephone & Fax no.	Services provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of service provided	No.		From	To

14. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person
Name:
Seal:

Date:
Place:

ANNEXURE- II
DECLARATION FORM
TENDER CALL NOTICE NO.DEI/KENDRAPARA/01/2019-20

To,

**The EE-Cum-DEI, KENDRAPARA
QTR NO.-D1, OPTCL/CESU COLONY,
BADAMBADI, CUTTACK-753012**

Sir,

1. I, _____ Son / Daughter / Wife of Sri
_____ Proprietor / Director / Authorized signatory of
the service provider, mentioned above, am competent to sign this declaration and execute
this tender document;
2. I hereby offer to provide the required Support Services at office of the EE-Cum-DEI,
Kendrapara as and when required as per the specification and general conditions at the rates
entered in the attached contract schedule of prices in the tender.
3. I certify to have purchased a copy of tender document, vide Money Receipt No.
dtd.....of Book No.
4. EMD particular: Demand Draft/Banker's Cheque vide No.....Dated.....of
Amount Rs.....of Bank.....
5. I agree to abide by all the terms and conditions of the tender specifications (N.B:
Deviations, if any, shall be indicated in a separate sheet and shall be submitted along with
the tender documents during submission)
6. 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 my tender at any stage besides liabilities towards prosecution under
appropriate law.

Signature of authorized person

Name:

Seal:

Date:

Place:

ANNEXURE -III
COMPOSITE BANK GUARANTEE
TENDER CALL NOTICE NO.DEI/KENDRAPARA/01/2019-20

This Guarantee Bond is executed this _____ day _____ of _____ 2019 by us the _____ (Bank) at _____ P.O. _____ P.S. _____ Dist. _____ State _____.

WHEREAS the EE-Cum-DEI, Kendrapara , has placed order No. _____ Dt. _____

(hereinafter called "the agreement") on M/s _____

(herein after called "the contractor") for rendering service guarantee of the work to be executed AND

WHEREAS the contractor has agreed to execute the work for the EE-Cum-DEI, Kendrapara in terms of the said agreement, AND

WHEREAS the EE-Cum-DEI, Kendrapara has agreed (1) to exempt the contractor from making payment of security(2) to release 120% payment of the cost of services as per the said agreement and (3) to exempt from performance guarantee on furnishing by the contractor to the EE-Cum-DEI, Kendrapara Composite Bank Guarantee of the value of 12% (Twelve percentage) of the said agreement.

NOW THEREFORE in consideration of the EE-Cum-DEI, Kendrapara having agreed (1) to exempt the contractor from making payment of security (2) releasing 120% payment to the contractor (3) to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the _____ Bank (hereinafter referred to as 'the bank') do hereby undertake to pay to the EE-Cum-DEI, Kendrapara an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the EE-Cum-DEI, Kendrapara by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said agreement.

1. We the _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the EE-Cum-DEI, Kendrapara stating that the amount claimed is due by way of loss or damage caused to or suffered by the EE-Cum-DEI, Kendrapara by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We the _____ Bank also undertake to pay the EE-Cum-DEI, Kendrapara and money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding instituted / pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

3. We, (_____) further agree that the guarantee herein contained shall remain in full force and affect during the period that would

be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the **EE-Cum-DEI, Kendrapara** under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the **EE-Cum-DEI, Kendrapara** certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (_____) we shall be discharged from all liability under this guarantee thereafter.

4. We, (_____) further agree that the **EE-Cum-DEI, Kendrapara** shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the **EE-Cum-DEI, Kendrapara** or any indulgence by the **EE-Cum-DEI, Kendrapara** to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the name, style and constitution of the bank or the Contractor (s).

6. We, (_____) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **EE-Cum-DEI, Kendrapara** in writing.

Dated at _____ the _____ day of _____ Two
Thousand _____

For _____
(Indicate the Name of the Bank)

WITNESS:

1. _____
2. _____

SECTION - IV

PRICE BID
SCHEDULE OF PRICE
TENDER CALL NOTICE NO- DEI/KENDRAPARA/01/2019-20

Sl. No.	Service Type	No. Of resources	Monthly Rate for the service provided in Rupees						
			Monthly Charges	EPF	ESI	Other statutory dues if any	Service charge	GST	Total
1	Services of Data Entry Operator	01							
	Total	01							

N.B.

1. The minimum Monthly charges for Office Assistant /Data Entry Operator related services should be Rs.12750/-(25 working days in a month excluding holidays, @Rs.430.00).
2. The statutory dues like EPF, ESI, etc. if applicable are required to be paid by the service provider for which proof shall be produced to verify by the EE-Cum-DEI, Kendrapara as and when demanded if it is included in the bill. Any other statutory dues , if imposed by any statutory authority shall be considered for reimbursement .
3. The minimum service charges /Month should be @ 5 % of the quoted value of the monthly charges / wages per person .Bidders quoting less than 5 % service charges will not be considered and the tender will be disqualified.
4. GST as applicable to be paid extra.
5. The Technically qualified tenderer offering the lowest grand total cost shall be considered for award of work.
6. In case there are differences in the rates of EPF, ESI, GST and any other statutory dues by different tenderers, then a common rate shall be finalized by the EE-Cum-DEI, Kendrapara for the purpose of evaluation of the lowest bid and the rates offered by each tenderer shall be loaded with the common rates as decided by the EE-Cum-DEI,Kendrapara for facilitating evaluation of lowest bid .

FULL NAME AND ADDRESS OF THE
TENDERER

SIGNATURE OF THE TENDERER WITH
DATE & SEAL

SECTION-V

AGREEMENT

This Agreement is made on this _____ day of _____ between the Government of Odisha represented by _____, here in after referred to as the “Authority” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented By Sri _____, here in after called the “Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “_____” are required in _____ Department / Office;

And whereas the “Service Provider” has offered its willingness to the same in conformity with the detailed terms and conditions of the contract along with the provisions of the agreement;

And whereas 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 besides the other detailed of the tender document 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 required services in the _____ (Name of the Department/ officer) 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 tender 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 tender and 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

**Authorized to sign on behalf of
Service Provider**

**an officer acting in the
premises for and on behalf of
the**

EE-Cum-DEI, Kendrapara

In the presence of witness:-

Witness

Witness

1. Name _____

1. Name _____

Address _____

Address _____

2. Name _____

2. Name _____

Address _____

Address _____

ANNEXURE
TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from (date) and shall continue till(date) unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc. or change in requirements, unavailability of budget.
2. The Agreement shall automatically expire on (date) unless extended further by the mutual consent of the Service Provider and the Authority.
3. The minimum period of engagement for the support services as detailed in the scope of work is for up to 28.02.2020 which can be subsequently extended on similar terms and conditions for a further period of three years annually subject to successful performance and availability of budget provision for the purpose. The contract period may be terminated owing to deficiency in service or substandard quality of services or because of change in the office's service support requirements. The EE-Cum-DEI, Kendrapara, however reserves the right to terminate this contract at any time after giving 15 days notice to the selected service provider.
4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any agency or Organization by whatever name be called without the prior written consent of the Authority.
5. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 (fifteen) days' notice to the Service Provider.
7. The persons deployed shall be required to report for work at 12 AM to the EE-Cum-DEI, Kendrapara office or such other officer as may have been kept in charge of the office Establishment of the office concerned and would leave at 5:00 PM and may also be required to work beyond 5:00 PM for which he would not be paid any extra remuneration. In case, the services are not provided on a particular day or provides late on three occasions, proportionate deduction from the remuneration for one day will be made. Besides additional penalty @Rs.120 per day shall be deducted from the monthly bill for each day for which the services has not been provided as per tender terms and conditions.
9. The services may be called on holidays to attend duty and shall be responsible to provide the services as per daily rates approved by this office on extending such services.
10. The Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with this office, so that optimal service of the persons deployed could be availed without any disruption.

11. The entire financial liability in respect of the services deployed with the Authority shall be that of the Service Provider and the Authority will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the Authority.
12. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority.
13. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Service Provider, the deployed person can place their grievance before a Joint committee consisting of a representative of the Authority concerned and an Authorized representative of the Service Provider.
14. In the event of any dispute arising out of or in relation to the job contract, the same shall be referred to the EE-Cum-DEI, Kendrapara. In case the service provider is not satisfied with the decision of the EE-Cum-DEI, Kendrapara, the organization may file an appeal before the Superintending Engineer- Cum- Electrical Inspector, Cuttack whose decision is final and binding.
15. 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.
16. The persons deployed by the Service Provider shall neither claim nor shall be entitled to get perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the Authority under the provision of any rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
19. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour commissioner; Provident Fund Authorities; Employees State Insurance Corporation etc., and a copy of the Registration shall be submitted as necessary. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act. 1970 if any, at his own part and cost, if required under the Act.
20. The Service Provider shall provide the handholding services if there occurs any probability of the person leaving the job due to his / her own personal reasons to avoid disruption of work, if felt necessary. The payment in respect of the handholding period of a substitute shall be the responsibility of the Service

Provider. The Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance and all statutory dues, as applicable.

21. The persons deployed by the Service Provider should have good moral conduct, character, police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
23. 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.
24. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
25. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to O/o the EE-Cum-DEI, Kendrapara, concerned to the concerned tax collection authorities, from time to time as per the rules and regulations in the matter attested Xerox copies of such documents shall be furnished to the Department of office concerned.
26. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
27. 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 the Department or office concerned.
28. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned 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.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The office concerned will have no liability towards non-payment of remuneration to the persons employed 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 office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit,

30. 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.
31. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the end of the month.
32. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the office concerned.
33. The amount of penalty calculated @ Rs.120/- per day on account of delay, if any, in providing the services for the period beyond three working days by the Service Provider shall be deducted from its monthly bills in the succeeding month.
34. 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.
35. 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.
36. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

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