



**REGIONAL INSTITUTE OF PLANNING,
APPLIED ECONOMICS & STATISTICS,
ODISHA, BHUBANESWAR**

A/ 65, Nayapalli,
Bhubaneswar-751 012
Tel. No.0674-2392283
E-mail- ripaes@ymail.com

No. **602**/ RIPAE&S/ 16 /22 Bhubaneswar Dt. **21.04.2022**

TENDER NOTICE

[For award of contract for outsourcing Sweepers & Gardener at RIPAE&S, Bhubaneswar]

Sealed tenders are invited from intending service providers for providing Sweepers & Gardener to Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), Bhubaneswar on outsourcing basis in the prescribed format of tender documents.

The detailed information for outsourcing the aforesaid manpower has been given in the tender documents which may either be downloaded from the RIPAE&S Website: www.ripaesodisha.nic.in or obtained in person from the Office of Director, RIPAE&S, Odisha, Bhubaneswar in any working day from **26.04.2022 to 18.05.2022** between **11.00 AM to 4.00 PM** on payment of **Rs.500/-** in cash or in shape of Bank Draft for **Rs. 500/-**(non-refundable). The downloaded Tender Document from the website should be submitted along with a Bank Draft/ Bankers Cheque of Rs. 500/- (non-refundable). The Bank Draft/ Bankers Cheque should be in favour of **Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar, Odisha.**

The tender document will be received only through **speed post/registered post** during office hour. Any other mode of submission of tender documents will not be accepted. The last date of submission of Tender Document is **19.05.2022 by 5.00 PM**. The office shall not be responsible for any kind of postal delay. The Director, RIPAE&S, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof.

Sd/- Meeta Das.
Director
RIPAE&S

Memo No. 603/ RIPAES- 16/22 Date: 21.04.2022

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 National daily newspaper.

Director

Memo No. 604/ RIPAES- 16/22 Date: 21.04.2022

Copy along with hard copy and soft copy of the Tender Notice and Tender Document forwarded to NIC, Bhubaneswar for hoisting in the website of Director, Regional Institute of Planning, Applied Economics & Statistics, Bhubaneswar i.e. www.ripaesodisha.nic.in.

Director

Memo No. 605/ RIPAES- 16/22 Date: 21.04.2022

Copy to the Deputy Secretary to Government, Planning & Convergence Department, Bhubaneswar for necessary display.

Director

Memo No.606/ RIPAES- 16 /22 Date:21.04.2022

Copy to Notice Board of Director, Regional Institute of Planning, Applied Economics & Statistics, Bhubaneswar for necessary display.

Director

**Regional Institute of Planning, Applied Economics and Statistics
(RIPAE&S) , Bhubaneswar**

**TENDER DOCUMENT FOR OUTSOURCING SWEEPERS & GARDENER FOR RIPAE&S,
BHUBANESWAR**

Regional Institute of Planning, Applied Economics and Statistics, Bhubaneswar invites sealed tenders under two-bid system from reputed and experienced agencies for providing Sweepers & Gardener addressed to Director, Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012. The interested agencies 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 super scribed “Tender for Sweepers & Gardener” and should reach to the above address by speed post or registered post on or **before 19th May, 2022 up to 5:00 pm.**

The sealed Tender will be opened by the Tender Committee on **23.05.2022 at 11.30 AM** in the Office of the Director, Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012, in the presence of 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.

Period of issue of tender Documents	From 26.04.2022 to 18.05.2022 between 11.00 AM to 4.00 PM on all working days
Last date & time for submission of tender Documents	19.05.2022 by 5.00 PM
Address for submission of completed tender Documents through Speed post or Registered post	The Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar-12 (Contact No.0674-2392235)
Place, date & time for opening of Technical Bids	Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012 Date:23.05.2022 at 11.30 AM
Place, date & time for opening of Financial Bids of eligible Bidders	Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012 Date:23.05.2022 at 03.30 PM

**Sd/- Meeta Das
Director
RIPAE&S**

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**Director
RIPAE&S**

APPLICATION – TECHNICAL BID

(In separate sealed Cover-I super scribed as “Technical Bid”)

For Providing Sweepers & Gardener to Regional Institute of Planning, Applied Economics and Statistics, Plot No. A/65, Nayapalli, Bhubaneswar-12

1. Name of Tendering Service Provider
2. Details of Earnest Money Deposit : D.D.No...../Dt.....
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/ BranchOffice:.....
Telephone No. :

FAX No. :
E. mail Address :
6. Name, Address & Telephone No. of:
Authorized Officer/Person to liaise with:
RIPAE&S, Bhubaneswar. :
7. Banker of the Service :
Provider (Attach certified
Copy of statement of A/C for
The last six months.)
8. Address and Telephone No. of :
Banker. :
9. Pan/GIR No. (Attach :
Attested copy)
10. Service Tax Registration No. :
(Attach attested copy)
11. E.P.F. Registration No.
(Attach attested copy)
12. E.S.I. Registration No.
(Attach attested copy)
13. Copy of Registration / license of the Labour Department, Government of Odisha for providing services must be enclosed.
14. Experience of the firm in no. of years(Document in support of proof should be attached):-

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

Financial year	Amount (Rs. In lacs)	Remarks, if any
2019-20		
2020-21		
2021-22		

(Please attach audited Financial Statement (Profit & loss & Balance sheet) of the firm/agency duly certified by Chartered Accountant for the last three years.)

(Attach separate sheet, if space provided is insufficient)

All documents enclosed must be signed and sealed by the authorized person.

16. In case the tenders are signed by the authorized Signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
17. 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)

	Name of the client/address/Telephone & e-mail ID.	Type of service provided	Amount of Service contract (Rs. in lakh)	Duration of contract	
				From	To

Attach proof of the above documents in separate sheet.

Date:
Place:

Signature of Authorized person
Name:
Seal

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. 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.

Date:

Place:

Signature of Authorized person

Full Name:

Seal:

FINANCIAL BID

(In separate sealed Cover-II super scribed "Financial Bid")

For Providing Sweepers & Gardener to Regional Institute of Planning, Applied Economics and Statistics, Plot No. A/65, Nayapalli, Bhubaneswar-12

Nos. Of Requirement:-

1. Sweeper :- 4 (Un Skilled) (Male -2 & Female-2)
2. Gardener :- 1 (Semi Skilled)(One Male)

Note:

1. One Shift is equal to 8 hours.
2. Total Commission Charges of the agency would be calculated for Per Person /per shift/per month.
3. The Price quoted shall be exclusive 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 Person per month)

Category of the Employee	Rate per person per month(in Rs)					Requirement in No of Person/ per month.	Total Price per month in Rs (Col. 5 Multiplied by Col. 6)
	Home Take (Per Person/ Per month)	EPF (Per Person/Per month)	ESI (Per Person/Per month)	Commission Charges of Agency (Amount in Rs.) (Per Person/ Per month)	Total Price to be quoted excluding Taxes. (Per Person/Per month) (Sum of Col. 1 to 6)		
	1	2	3	4	5	6	7
Sweepers (Un Skilled)						4	
Gardener (Semi Skilled)						1	

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

Grand Total amount Rs..... (In word).

NB: The agency 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.

Declaration by the Bidder:

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 RIPAE&S, Bhubaneswar.

- ii) There would be no increase in rates during the Contract Period except provision under the terms and conditions.

(Signature of Tenderer with seal)

Name:

Address:

Phone No. (O)

Date:

Mobile No.

TERMS & CONDITIONS OF CONTRACT

A. Scope of Work:

The RIPAE&S, A/65, Nayapalli, Bhubaneswar-12 under Planning and Convergence Department, Government of Odisha, Bhubaneswar, requires the outsourcing of manpower for Sweepers & Gardener for RIPAE&S, Bhubaneswar.

I. Scope of work for Sweepers :

1. The Regional Institute of Planning, Applied Economics and Statistics, Bhubaneswar has 21 nos. of toilets, 16000 sqr. ft. carpet area of Buildings, 9000 sqr. ft. campus area for cleaning and sweeping. The following services are to be rendered by the Service Provider.

(A) Sweeping and cleaning-

- (a) Sweeping and cleaning the rooms, toilets, veranda and premises of the Administrative Block, New Hostel Building, Old Hostel Building and Campus at least twice in a day at 8 A.M. and 4 P.M.
- (b) Cleaning of rooms and toilets in hostels after each check out.
- (c) Floor cleaning materials i.e. Phenyl / Harpic etc. to be used in cleaning of the toilets.
 - (d) Dettol mixed water to be used while wiping the floors, rooms, dining hall etc twice a day.
- (e) Dusting of rooms, furniture, glass windows etc should be ensured at the time of cleaning of the rooms.
- (f) The materials & instruments used for gardening shall be provided by RIPAE&S, Bhubaneswar.

(iv) Gardening and Garden maintenance –

A. Scope of work

- (a) Maintenance of lawns (1000 Sq. ft. Approx) in the front of administrative building with turf grass/ Bermuda grass pruned and maintained round the year.
- (b) Across the four sides of the lawn, decorative plants and flower plants should be planted and maintained.
- (c) Inside the premises, across the boundary wall in the eastern side, there should be plantation of decorative plants as per suitability.
- (d) 500 pots with seasonal flower plants, indoor plants are to be raised and maintained throughout the year. This should be placed in the premises, hostel corridor and staircase, portico, lobby and staircase of the administrative building.
- (e) Maintaining & Watering the flower plants, indoor plants and trees in the premises of RIPAE&S
- (f) The materials & instruments used for gardening shall be provided by RIPAE&S, Bhubaneswar.
- (g) RIPAE&S shall be provided of pots and earth as and when required as per the gardening plan.

Eligibility Criteria (Documents to be attached: - Absent of the following criteria shall be treated as Non-Responsive and rejected)

1. The Bidder must have successfully completed works of similar assignment as per

following criteria, in last three financial years i.e. till 31.03.2022 in any Govt. Organization/PSUs. (Copy to be enclosed).

2. Must have average annual turnover of Minimum Rs. 10 lakhs in last 3 financial years.
3. The bidder should have an office/ branch in proximity of Bhubaneswar (copy of the Proof enclosed).
4. There should be no case pending with the police against the Proprietor/Firm/ or the Company (Agency). (Undertaking in this regard must be submitted).
5. The agency must not be blacklisted by any organization. (Under taking in this regard must be attached).
6. 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 (ECR with Remittance and latest Account slip).
 - c. ESI Registration along with latest deposited challan and return.
 - 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 IT Return filed for the last 3 financial years.
 - g. Copy of Valid Service Tax Registration certificate.
 - h. Copy of Latest Service Tax deposited challan and latest Return.
 - i. Certified extracts of the Bank Account of any Nationalized Bank containing transactions during last six months.
 - j. In case of Tie up found for more than one firm, their turnover shall be compared.
7. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
8. 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 initialled by the person authorized to sign the tender bids.

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. The documents are to be arranged serially as per the order mentioned above.

B. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months may be extended further, one year at a time depending on performance of the Agency and at discretion of Director, RIPAES, Bhubaneswar. The likely date of commencement of required Services is 01.07.2022.

2. The tender has been invited under two bid systems i.e. Technical Bid and Financial Bid. The interested agencies 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 “Tender for Sweepers & Gardener for RIPAE&S, A/65, Nayapalli, Bhubaneswar, Odisha ” should reach RIPAE&S, Bhubaneswar on or before **19.05.2022 up to 5:00 pm.**
3. 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.
4. 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.
5. The E.M.D. of Rs. 10000/- (refundable without interest) should be necessarily accompanied with the technical bid of the service provider in the form of Demand Draft/Pay Order drawn in favour of the **Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar, Odisha** failing which the tender shall be summarily rejected.
6. The Bid Security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
7. The successful Bidder will have to deposit a performance security deposit equivalent to the total charges of one month for providing the services in the form of bank guarantee from any Nationalized Bank drawn in favour of the **Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar, Odisha** covering the period of contract. In case the contract is further extended beyond the initial period, the bank guarantee will have to be renewed by the successful tenderer.
8. Any future clarification and/or corrigendum(s) shall be communicated through the website; www.ripaesodisha.nic.in.
9. The ‘Agency’ shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The ‘Agency’ shall keep ‘RIPAE&S, Bhubaneswar’ fully indemnified against liability of tax, interest, penalty etc. of the ‘Agency’ in respect thereof, which may rise.
10. The EMD deposited by successful agency will be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 30 (thirty) days after the issue of Letter of Award of Work, his Bid Security (EMD) shall be forfeited unless time extension has been granted by Director, RIPAE&S, Bhubaneswar.
11. The bid shall be valid and open for acceptance of the Competent Authority of RIPAE&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.

12. 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.
13. After evaluation, the work shall be awarded normally to the Agency 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 Competent Officer authorized by Director, RIPAE&S, Bhubaneswar shall decide about the agency 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 Competent Authority shall be final.
14. RIPAE&S, Bhubaneswar shall reimburse the Agency 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 Agency making such payments to that extent only.
15. RIPAE&S, Bhubaneswar reserves the right to accept or reject any or all bids without assigning any reasons. RIPAE&S, Bhubaneswar also reserves the right to reject any bid which in his opinion is not responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
16. The Technical Bids shall be opened on the scheduled date and time in the Office of the Director, Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012 in the presence of the authorized representatives of service providers, if any, who wish to be present on the spot at that time.
17. The Financial Bid of only those tenderers will be opened whose technical bids are found in order. The qualified bidders will be intimated separately by e-mail/Fax/Telephone/Post. The **Financial bids shall be opened at 03.00 PM on date 21.06.19** in the office room of the Director, Regional Institute of Planning, Applied Economics & Statistics (RIPAE&S), A/65, Nayapalli, Bhubaneswar-751012, Odisha in the presence of the representatives of service providers, if any, who wish to be present on the spot at that time.
18. The Director, RIPAE&S, Bhubaneswar reserves the right to cancel all bids without assigning any reason thereof.

D. Terms and Conditions for Deployment of Manpower

1. The security services and provision for the required manpower shall be as under:

Shift	Time	Sweepers	Gardener
First	06:00 am - 02:00 pm	07.00 AM to 11.00 AM	07.00 AM to 11.00AM
Second	02:00 pm - 10:00 pm	02.00 PM to 06.00 PM	02.00 PM to 06.00PM

2. However, the above number and arrangement of deployment of the Security personnel and Hostel Attendants is without prejudice to the right of RIPAE&S, Bhubaneswar to deploy the security personnel and Hostel Attendants in any other number or manner considered to be more suitable by RIPAE&S, Bhubaneswar in the interest of the RIPAE&S, Bhubaneswar.

3. Minimum Qualification

Sl.No.	Particulars	Minimum Qualification
1	Sweepers	5 th Passed
2	Gardener	8 th Passed

4. The agency 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
5. Persons to be engaged by the Service Provider should be fluent in Odia. In addition, preference should be given to Odia speaking persons with Hindi.
6. The agency will get their antecedents, character and conduct verified.
7. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to RIPAE&S, Bhubaneswar along with testimonials they are actually deployed for the job.
8. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the RIPAE&S, Bhubaneswar at any time without assigning any reason whatsoever.
9. The Officer of Agency who will be In-charge of the security system and housekeeping of hostel by the attendants shall be responsible for the efficient rendering of the service under the contract. While working at the premises of RIPAE&S, Bhubaneswar, they shall work under directives and guidance of Officer-in-Charge, RIPAE&S, Bhubaneswar and will be answerable to Officer-in-Charge, RIPAE&S, Bhubaneswar. This will, however, not diminish in any way, the agency's responsibility under contract to the RIPAE&S, Bhubaneswar.
10. The visitors shall be regulated as per RIPAE&S, Bhubaneswar procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
11. A senior level representative of the Agency shall visit RIPAE&S, Bhubaneswar premises at least once in a week and review the service performance of its personnel. During the weekly visit,

Agency's representative will also meet the Dy. Director, RIPAE&S, Bhubaneswar for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

12. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the RIPAE&S, Bhubaneswar /Govt. of India/any State/or any Union Territory.
13. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the RIPAE&S, Bhubaneswar. Proposals for efficient functioning of the security systems and housekeeping of hostels shall be discussed, considered and implemented from time to time by the agency with approval of RIPAE&S, Bhubaneswar.
14. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF,. ESI etc. relating to personnel deployed by it at RIPAE&S, Bhubaneswar or for any accident caused to them and the RIPAE&S, Bhubaneswar shall not be liable to bear any expense in this regard.
15. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the RIPAE&S, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The agency 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
16. As and when RIPAE&S, Bhubaneswar requires additional Man Power on temporary or emergent basis, the agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the RIPAE&S, Bhubaneswar. Similarly, if the Sweeping & gardening personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the RIPAE&S, Bhubaneswar shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
17. The Agency shall submit to RIPAE&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 RIPAE&S.
18. The RIPAE&S, Bhubaneswar shall pay the agreed amount on production of monthly bill. No other

charges of any kind shall be payable.

19. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the minimum wages and statutory wages revised by the Government.
20. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
21. In case of noncompliance/non-performance of the services according to the terms of the contract, the RIPAE&S, Bhubaneswar shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
22. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify RIPAE&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 RIPAE&S, Bhubaneswar premises/facility.
23. The decision of RIPAE&S, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
24. In case of any dispute between the Agency and RIPAE&S, Bhubaneswar, Director, RIPAE&S, Bhubaneswar shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Bhubaneswar.
25. 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, RIPAE&S, Bhubaneswar. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
26. 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 RIPAE&S, Bhubaneswar and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement

TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER

1. 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 RIPAE&S.
 - (b) They should be registered with the appropriate registering authority.
 - (c) They should have at least five years' experience in providing services to Government Departments/Public Sector Companies/Banks etc.

- (d) They should have their own Bank Account in any Nationalized Bank.
- (e) They should be registered with Income Tax and Service Tax Departments.
- (f) They should be registered with appropriate authorities under Employees' Provident Fund and Employees" State Insurance Acts.
- (g) They should have regulatory clearance from the Labour Department.
- (h) Average Minimum Turn over requirement per annum is Rs.10 Lakh.
- (i) The Persons to be engaged by the service provider for Gardener (Horticulture work) should have basic knowledge in gardening and horticultural works.

Financial

1.The technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 15000/- (refundable without interest) in the form of Demand Draft/ Pay order drawn in favour of **Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar** failing which the tender hall be rejected out rightly.

1. The Earnest Money Deposit in respect of the agencies 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 agency 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.
2. The successful Bidder will have to deposit a performance security deposit equivalent to the total charges of for providing one month's services in the form of bank guarantee from any Nationalized Bank drawn in favour of **Assistant Director, RIPAE&S, A/65, Nayapalli, Bhubaneswar** covering the period of contract. In case the contract is further extended beyond the initial period, the bank guarantee will have to be renewed by the successful tenderer.
3. 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.
4. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Office of the Director, RIPAE&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.
5. The amount of penalty calculated @ Rs.500/- 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.

6. The competent Authority of RIPAE&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.
7. The successful bidder will enter into an agreement with RIPAE&S for supply of suitable services as per requirement of RIPAE&S, Bhubaneswar on the above terms and conditions.

LEGAL

1. 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 confidential and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
2. Service Provider shall be responsible for compliance of statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in RIPAE&S. The RIPAE&S shall have no liability in this regard.
3. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with RIPAE&S, Bhubaneswar under the provision of rules.
4. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to RIPAE&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 RIPAE&S.
5. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of RIPAE&S or any other authority under Law.
6. 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 RIPAE&S.
7. In case, Service Provider fails to comply with any liability under appropriate law, and a result thereof, the RIPAE&S is put any loss/ obligation monetary or otherwise, the RIPAE&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.
8. The Agreement is liable to be terminated because of non performance, deviation of terms and conditions of contract. The RIPAE&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 RIPAE&S by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

9. In the event of any dispute arising in respect of the clauses of the agreement, it shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority for his decision and the same shall be binding on all parties.

10. All disputes shall be under the jurisdiction of the competent courts located at Bhubaneswar, Odisha.

AGREEMENT

This Agreement is made on this..... day of 2017 between the Governor of Odisha represented by..... 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 “.....” are required in Department / Office.

And whereas the “Service Provider” has offered its willingness to the same in conformity with the Provisions of the agreement.

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 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 in the RIPAE&S, 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
Authorized to sign
On behalf of
Service Provider

Signature of the
Authority
An officer acting in the
premises for and on
behalf of the Governor
Of Odisha

In the presence of witness: -

Witness

1. Name.....
Name.....

Address.....

2. Name.....
.....

Address.....

.....
.....

Witness

1.

Address

2.Name

Address.....
