



**GOVERNMENT OF ORISSA
DEPARTMENT OF WATER RESOURCES**

TENDER FOR

**ENGAGEMENT OF DATA ENTRY OPERATOR
THROUGH SERVICE PROVIDER**

**NAME OF THE TENDERER : EXECUTIVE ENGINEER,
ANANDAPUR BARRAGE DIVISION,
SALAPADA.**

Tender Call Notice No. EEABD 01 of 2017-18

Issued on date-..... 23/12/2107

**OFFICE OF THE EXECUTIVE ENGINEER,
ANANDAPUR BARRAGE DIVISION, SALAPADA,
KEONJHAR, ODISHA**

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SUMMARY REJECTION CONDITIONS

Bidders should note that the bid shall be summarily rejected by Tender Opening Committee, if any one of the following conditions is not followed by the bidder:

1. If bid is received without cost of the tender form (in form of DD) or cost less than that mentioned.
2. If the Bid security (EMD) is not submitted (in form of DD) or amount drawn is less.
3. Bid shall remain valid for 90 days from date of opening of the bid (Qualifying Bid / Technical Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY EXECUTIVE ENGINEER, ANANDAPUR BARRAGE DIVISION, SALAPADA AS NON-RESPONSIVE.
4. Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should Contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Bid Security (EMD) & cost of bid form	Containing separate EMD & cost of bid form
Second	Qualifying Bid / Technical Bid	Containing documents except bid security.
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether “Bid Security” OR “Qualifying Bid / Technical Bid” OR “Financial Bid” must be clearly mentioned and should be properly sealed (with sealing Wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing Wax/Packing PVC tape).

6. The cost of the tender document as given above is Non Refundable & Non Transferable. The cost of tender document amounting to Rs. 4000/- (Rs. Four Thousand Only) is to be made in the form of DD from any scheduled bank and to be drawn in favour of “**F.A.&C.A.O, Anandapur Barrage Project, Salapada**”, payable at SBI, Anandapur (IFSC code SBIN0001086) and to be submitted with tender form in First Envelope. If this DD is not available as desired, the bid will be rejected at the time of opening of Qualifying Bid / Technical Bid. The Bids that are not submitted in above mentioned manner shall be summarily rejected.
7. If bids are not sealed properly. Bids should be sealed with **sealing wax / packing PVC tape only**. Bids sealed with gumor staple shall be summarily rejected.
8. Bids with conditions other than those specified in the Bid document is liable to be summarily rejected.
9. **LATE BIDS:** Bids will not be received after the specified time of closing of the Bid and the same shall be rejected and returned unopened to the bidder.
10. If there is discrepancy between words and figures, the **amount in words shall prevail**. *If the Contractor/Service Provider does not accept the correction of the errors, his bid shall be rejected.*
11. Canvassing of any form.

- NOTICE INVITING TENDER -

Sealed tenders (Wax/PVC packing tape) are invited by the Executive Engineer, Anandapur Barrage Division, Salapada for engagement of 05(Five) nos Data Entry Operators in Anandapur Barrage Project, Salapada from the registered, experienced & eligible and Competent Manpower Service Providers for its day to day office works. The detailed information relating to this Tender has been given in the tender document which can be downloaded from the website-: <http://www.orissa.gov.in> under Advertisement section. The last date and time for submission of Tender is 10.01.2018 by 4 P.M. The tendering Manpower Service Provider should fulfill the following technical specifications:

1. Bidder should have at least three years of experience in the field of providing manpower services to Central or state Govt. Department, PSU, Banks etc. A copy of such experience certificate should be enclosed along with Qualifying Bid / Technical Bid attested by an officer not below the rank of class-I or equivalent officer.
2. Bidder should have the Registered Office in Odisha.
3. The manpower Company/Firm/Agency should be registered with the appropriate registration authority;
4. The Company/Firm/Agency should have its own Bank Account.
5. The Manpower Company/Firm/Agency must have an annual average turnover of Rs 5,00,000 during the last three financial years.
6. The Man power Company/ Firm / Agency should be registered with Income Tax departments;
7. The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
8. Bidder should have valid PAN card and GST Number.
9. The Bidder should have a valid Labour License.
10. The Bidder must have executed contracts of similar nature with the average minimum value of Rs 5,00,000/ during the preceding three years.

(Copies of the certificates in support of documentary evidence attested by an officer not below the rank of Class-1 or equivalent are to be submitted against all the above requirements)

General Conditions:

1. Blank Tender forms can be downloaded from website <http://www.orissa.gov.in> under Advertisement section
2. Cost of tender form: Rs 4000/-(Rs. Five thousand only) (Non Refundable and Non Transferable). DD (**valid for one month from the date of opening of tender**) from any nationalized / scheduled Bank of Rs 4000/- in favour of **F.A & C.A.O, Anandapur Barrage Project, Salapada** payable at SBI, Anandapur (IFSC code SBIN0001086) is **to be submitted at the time of submission of tender form along with EMD.** Tender submitted without cost of tender form & EMD will be rejected.
3. Last Date and time of deposit of tender forms : 10/01/2018 **up to 16:00 Hrs (4 P.M.)**
4. Date and time for opening of Qualifying Bid / Technical Bid : **11/01/2018 at 11:30 Hrs**
5. Date and time for opening of financial Bid : **12/01/2018 at 11.30Hrs.**
6. Place of opening of Bids : Office Chamber of Executive Engineer, Anandapur Barrage Division, Salapada, Anandapur, Keonjhar, Odisha.
7. Tender forms shall be sent/deposited in the office of Office Chamber of Executive Engineer, Anandapur Barrage Division, Salapada, Anandapur, Keonjhar, Odisha within the due date and stipulated time. Tender Inviting authority will not be responsible for any postal delay.
8. Earnest Money (Bid Security) Deposit of Rs 6000/- (Rs. Six thousand Only) shall be in shape of National Savings Certificate/ Post Office Savings Bank Account/ Post office Time Deposit account/ Kissan Vikas Patra/ Term Deposit Receipt of Schedule Bank payable at SBI, Anandapur only duly pledged in favour of Executive Engineer, Anandapur Barrage Division, Salapada and in no other form.
9. The Executive Engineer reserves the right to reject any or all tenders without assigning any reasons.
10. The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

BID FORM-Technical Bid

DECLARATION

To

**The Executive Engineer,
Anandapur Barrage Division, Salapada.**

Dear Sir,

Having examined the conditions of contract and specifications given in tender document, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the services of Data Entry Operators in conformity with said conditions of contract and specifications as may be ascertained in accordance with the approved rates attached herewith and made part to the Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in Bid document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening (Qualifying Bid / Technical Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/ Director/ authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

2. 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.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Signature of Authorized Signatory.....

Signature of authorized person
Full Name:
Seal :

Date:
Place:

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature.....

S

Signature and Seal of the Bidder

Executive Engineer,
Anandapur Barrage Division,
Salapada

BIDDER'S PROFILE- Technical Bid**For providing Data Entry Operators on outsourcing basis to
Executive Engineer-cum-Employment Mission**

Photo of the person signing the Tender Document

General:

1. Name of the Bidder/ Service Provider:
2. Name of the person submitting the Bid whose photograph is affixed
Shri/Smt.....

(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)

Tenderer will submit the self-attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents, with the Identity and signature proof.

3. Details of Earnest Money Deposit : TDR No. _____ date _____
Of Rs. _____ drawn on Bank _____
4. Full Address of the Registered Office :.....
.....
5. Full address of Operating / Branch Office : _____

- Telephone No. : _____
FAX No. : _____
E-Mail Address : _____
6. Tel no. with STD code : (O)..... (R)..... (Fax).....
(MOB).....
7. Registration & incorporation particulars of the firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited
 - v) Manpower Service provider Agency

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

8. Name of Proprietor/Partners/Directors.....
9. Bidder's bank, its address and his current account number
(Attach certified copy of statement of
A/c for the last Three years) _____
10. Permanent Income Tax number, Income Tax circle
(Please attach copies of last three years income tax returns)
11. Good & Service Tax No. (Please attach copy).....

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

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

14. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2014-15		
2015-16		
2016-17		

15. Additional information, if any:
(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

(if the space provided is insufficient, a separate sheet may be attached) :

Sr. No.	Name of client, address, telephone & Fax no.	Manpower services provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

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

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

- i) EMD & cost of Bid form in accordance to clause no.8.
- ii) Bid document (s), in original, duly filled in and signed by Bidder or his authorized representative along with seal on each page. All conditions and over writing must be initialed with date by the Bidder or his authorized representative.
- iii) Bidder should have at least three years of experience in the field of providing manpower services to Central or state Govt. Department, PSU, Banks etc. Copies of such experience certificates attested by an officer not below the rank of class-I or equivalent officer are to be submitted.
- iv) The Manpower Company/Firm/Agency must have an annual average turn over of Rs 5,00,000/ during the last three financial years. Annual audited Accounts of Statements for the last three years in support of this must be submitted.
- v) Bidder should have the Registered Office or one of its Branch Offices located in Bhubaneswar
- vi) Income tax returns of last three financial years including the year 2017-18 .(In case of Partnership firms, the income tax return certificate of the firm will be submitted by the bidder)
- vii) The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company or Firm registration certificate
- viii) Bid Form, duly filled in.
- ix) Bidder's profile duly filled in.
- x) Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
- xi) PAN No. (In case of Partnership firms, the PAN No. of the firm will be submitted by bidder)
- xii) Good and Service Tax No.
- xiii) Copy of valid Labour License
- xiv) Copy of Tax Deduction Account Number
- xv) Copies of EPF and ESI certificates
- xvi) Certified extracts of the Bank Account containing transactions during last three years.
- xvii) Certified documents in support of entries in column 15 of Technical Bid application;
- xvii) Copy of the terms and conditions at pages..... in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
- xviii) The Bidder must have executed contracts of similar nature with the average minimum value of Rs 5,00,000/ during the preceding three years.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower shortlisted by agency for deployment in W.R. Department, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

**CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM
THE STATE PORTAL WEBSITE**

The Document being downloaded from the web site a declaration in the following Proforma has to be furnished.

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.orissa.gov.in> under Advertisement section and no additional/deletion/ correction has been made in the Proforma downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. Datedfor Rs..... towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false / incorrect, Executive Engineer shall have the absolute right to take any action as deemed fit/without any prior intimation.

SIGNATURE OF THE BIDDER WITH SEAL

CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of
..... hereby certify that none of my near relative(s) is/are employed any
Department of Govt. of Odisha. In case at any stage, it is found that the information given by me is
false/incorrect, Executive Engineer, Anandapur Barrage Division, salapada shall have absolute right to take
any action as deemed fit without any prior information to me.

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

(In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm by all
partners and in case of limited company by all the directors of company)

Scope of work and General Instruction to Bidders

INTRODUCTION:

1. DEFINITIONS

- a. **Executive Engineer:** The Executive Engineer means Executive Engineer, Anandapur Barrage Project, salapada who invites the Bid.
- b. **The jurisdiction:** The jurisdiction means geographical area under his control.
- c. **Contract:** The term contract means, the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority for and on behalf of the Executive Engineer and the contractor, together with the document referred to therein including these conditions, the specifications, and instructions issued from time to time.,

Service provider: The Service provider shall mean the individual, firm or company, to be enlisted in accordance with procedure for providing manpower services.

Work: The expression “works” shall unless there be something either in the subject or context repugnant to such construction, be construct and taken to mean the works by or by virtue of the contract

d. **Near Relative: -**

The near relatives of all Govt. of Odisha employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works. The detailed guidelines in this regard are given in the following paragraphs:-

The near relatives for this purpose are defined as:

- Members of a Hindu Undivided family,
 - They are husband and wife,
 - The one is related to the other in the manner as father, mother, son (s) & son’s wife (daughter-in-law), Daughter(s), & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) & sister’s husband (brother-in-law).
- As per Government of Odisha’s Conduct rule, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all Executive Engineer employees.
 - The Company or firm or Man power Service Provider or any other person is not permitted to tender for works in Executive Engineer Unit in which his near relative(s) is (are) posted. The tenderer should give a certificate that none of his/ her such near relative is working in the units as defined above where he is going to apply for tender/ work
 - The format of the certificate to be given is “IS/o.....
.....I/o hereby certify that none of my relative(s) as defined in the tender document is/ are employed in Executive Engineer unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Executive Engineer shall have the absolute right to take any action as deemed fit/without any prior intimation to me”.

2. **Scope of work**

1. Anandapur Barrage Division, Salapada requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operators on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence fromJanuary 2018 and would continue till December 2018. The period of the contract may be further extended beyond ...31.12.2018.....(date) provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated before31.12.2018.....(date) owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Department has tentative requirement for ...05 (five) nos. of Data Entry Operators. The requirements may increase/decrease at any time.
4. The estimated cost of the contract is around Rs. 5,74,800/-

3. **ELIGIBILITY OF BIDDERS:** -

- The invitation of bids is open to all registered Man power Service Provider as per their eligibility mentioned in this Bid document.
- The Contractor/Service Provider must read carefully all the terms, conditions and specifications before filling up the Bid schedule and his quotation.

4. **BID DOCUMENTS:**

- The work to be carried out, services required, bidding procedures and contract terms are prescribed in the Bid Documents.

A. **FINANCIAL BID**

- Rate sheet for Work of Data entry.
- Financial bid containing the Price Schedule for each item has to be put into a separate cover duly sealed and marked as '**Financial offer**'.1

5. **AMENDMENT OF BID DOCUMENTS:**

- At any time, prior to the date for submission of bids, the Executive Engineer, Anandapur Barrage Division, Salapada may, for any reason whether sue-motto or in response to clarification requested by a prospective Bidder, modify the bid documents by amendments.
- Same shall be uploaded on the website as mentioned. Intending bidders shall be responsible to see the amendment and submit their bid accordingly. Executive Engineer shall not be responsible for any rejection of bids due to non-compliance by the bidders for any lapse or oversight.
- In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Executive Engineer may, at its discretion, extend the deadline for the submission/opening of bids suitably.

6. **PREPARATION OF BIDS**

Both the above covers, viz. Technical Offer and Financial Offer should be put in a large cover duly wax sealed or adhesive tape with stamp and superscripted as mentioned earlier. **Bids with condition other than that of this bid document will be rejected at the time of tender opening itself.** The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or Submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

7. Cost of Bidding:

The bidder shall bear all costs associated with preparation and submission of the bid. The Executive Engineer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- i) EMD & cost of Bid form in accordance to clause no.8.
- ii) Bid document (s), in original, duly filled in and signed by Bidder or his authorized representative along with seal on each page. All conditions and over writing must be initialed with date by the Bidder or his authorized representative.
- iii) Bidder should have at least three years of experience in the field of providing manpower services to Central or state Govt. Department, PSU, Banks etc. Copies of such experience certificates attested by an officer not below the rank of class-I or equivalent officer are to be submitted.
- iv) The Manpower Company/Firm/Agency must have an annual average turnover of Rs 5,00,000/ during the last three financial years. Annual audited Accounts of Statements for the last three years in support of this must be submitted.
- v) Bidder should have the Registered Office or one of its Branch Offices located in Bhubaneswar.
- vi) Income tax returns of last three financial years including the year 2017-18 .(In case of Partnership firms, the income tax return certificate of the firm will be submitted by the bidder).
- vii) The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company or Firm registration certificate.
- viii) Bid Form, duly filled in.
- ix) Bidder's profile duly filled in.
- x) Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
- xi) PAN No. (In case of Partnership firms, the PAN No. of the firm will be submitted by bidder)
- xii) Good and Service Tax No
- xiii) COPY OF valid Labour License
- xiv) Copy of Tax Deduction Account Number
- xv) Copies of EPF and ESI certificates
- xvi) Certified extracts of the Bank Account containing transactions during last three years.
- xvii) The Bidder must have executed contracts of similar nature with the average minimum value of Rs.5,00,000/ during the preceding three years.

9. EARNEST MONEY DEPOSIT (EMD)

The technical Bid should be accompanied with an Earnest Money Deposit(EMD)of Rs 6,000/- (Rupees Six Thousand) in shape of National Savings Certificate/ Post Office Savings Bank Account/ Post office Time Deposit account/ Kissan Vikas Patra/ Term Deposit Receipt of Schedule Bank payable at SBI, Anandapur only duly pledged in favour of Executive Engineer, Anandapur Barrage Division, Salapada and in no other form. The EMD in respect of those agencies who 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/Bidder if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice. The EMD of successful Bidder will be returned back on submission BID security and performance Security in shape of Bank Guarantee.

10. SECURITY DEPOSITE

- The successful bidder shall furnish, as part of his bid, bid security amount Rs----- (equivalent to one month employee cost including statutory dues) in the form of Term deposit receipt(TDR) made in the name of the Agency but pledged to the Executive Engineer, Anandapur Barrage Division, Salapada. In case the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
- The bid security is required to protect the Executive Engineer against the risk of bidders conduct, which would warrant the security's forfeiture.

11. BID PRICES:

- Prices shall be quoted by the bidder in schedule of rates (Financial Bid). Prices quoted at any other place shall not be considered.
- The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.
- The Bidder shall quote in Financial Bid in English only, both in words and figures.
- The rates quoted in words will have precedence over the rates quoted in figures. If the rates are not quoted in words, that Bid is liable to be rejected.

12. PERIOD OF VALIDITY OF BIDS:

- Bid shall remain valid for 90 days from date of opening of the bid (Qualifying Bid / Technical Bid). A bid valid for a shorter period shall be rejected by the Executive Engineer as non-responsive.
- The Executive Engineer reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 90 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.
- "The Bidders shall not be entitled during this period of 90 days, without the consent in writing of Executive Engineer, to revoke or cancel his Bid or to vary the Bid submitted or in term thereof. The acceptance of Bid shall be communicated to the successful Bidder by Executive Engineer."

• **SIGNING OF BID**

- The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (Note: The Bidder is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)
- The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case the person or persons signing the bid shall sign such corrections with date.
- The Bidder will be bound by all terms, conditions, and specifications as detailed in this Bid Document.
- Unsigned or partial signed Bid shall be rejected.

13. SUBMISSION OF BIDS

- **Method of preparation of bid:**1

Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Bid Security(EMD & cost of Bid form)	Containing EMD & cost of bid form
Second	Qualifying Bid / Technical Bid	Containing documents
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether “Bid SECURITY” OR “Qualifying Bid / Technical Bid” OR “Financial Bid” must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). **The Bids that are not submitted in above mentioned manner shall be summarily rejected.**

- (a) **All envelopes (3 inner & one outer) must bear the following on the left hand top corner side:-1**

Tender for Engagement of Data Entry Operators under Executive Engineer, Odisha on outsourcing basis.

“NOT TO OPEN BEFORE (DUE DATE OF TENDER)”

- (b) All envelopes (3 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
- (c) All envelopes (3 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.
- The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.

14. SUBMISSION OF BIDS:

- Bids should be submitted either in person or by Registered Post/Speed Post/courier on or before the closing date and time and should reach Executive Engineer, Anandapur Barrage Division, Salapada. The Bidder is to insure the delivery of the bids at the correct address. The Executive Engineer shall not be held responsible for delivery of bid to the wrong address or for delayed receipt due to postal delay. No bid will be received after due date and time.
- **Postponement of Bid opening:** Wherever it is considered necessary to postpone the opening date of tenders, the same will be communicated to the Bidders who have purchased the Bid documents and shall be **at least one day before the original date of opening**. The Bidders are therefore requested to mention their email id on the top of the covering envelope carrying the tender papers. The reasons for postponing the tender shall be recorded in writing. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- The Govt. of Odisha if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

- For downloading from the official web site <http://www.orissa.gov.in> under advertisement section, the tenderer should submit the required cost of bid document as prescribed in the form of DD along with tender and any discrepancy found in the tender document submitted by the tenderer, the tender uploaded by the Executive Engineer will be treated as valid and any change found in the tender document submitted by the tenderer at any stage will be treated as fraud done to Executive Engineer and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the tenderer.

15. **LATE BIDS:** Bids will not be received after the specified time of closing of the Bid and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the Bidder that he should ensure timely submission of Bid.

16. **BID OPENING AND EVALUATION:**

❖ **OPENING OF BIDS BY THE EXECUTIVE ENGINEER:**

- The Executive Engineer, Anandapur Barrage Division, Salapada shall open the bids in the presence of bidders or his authorized representatives who choose to attend on due date and time. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in tender)
- A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

a. **The Bids shall be opened in the following manner:**

- The bid opening committee shall count the number of bids and assign serial number to the bids. For example, if 10 Bids have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- The envelopes containing the Bid offer and not properly sealed, as required shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such Bid offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- First the outer envelope containing the three envelopes is to be opened. The bid opening committee shall initial on all three envelopes with date.
- Among these three envelopes, the envelopes marked "**BID SECURITY (EMD)**" shall be opened first and examined.
- The bidders who have submitted proper bid security & cost of bid form in separate DD as per Bid document, their "Qualifying / Technical Bid" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the BEC. After opening the Qualifying Bid / Technical Bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members. The Bidder failing to submit any one of the required documents of the Bidding document will disqualify and such Bids will be treated as non-responsive Bid.

Evaluation of Technical Bid would thus be on '**Pass-Fail**' basis. The Technical Proposals of those meet 'Technical Qualification Criteria' shall be qualified as 'Pass' for Commercial / Financial Evaluation. The Technical Proposals of those who do not meet 'Technical Qualification Criteria' shall be disqualified as 'Fail' and Executive Engineer, Anandapur Barrage Division, Salapada at the end of the Bidding Process will return the Bid Security and upon request, the unopened Financial Proposals (Cover-3) to the Bidders whose Technical Proposals are not found acceptable or not qualified.

- After recording of the “Qualifying Bid / Technical Bid” the BEC will place all the Financials bids submitted by the eligible bidders in an envelope and will properly seal it with wax or packaging PVC tape for keeping in safe custody.

The Financial Bid shall be opened in the following manner

- The envelope marked “Financial Bid,” will be opened only for qualified Bids in “Qualifying Bid / Technical Bid”.
- The “Financial Bid” will be opened on the scheduled date, time & venue. The Representatives of those qualified in the Technical Bid may remain present at the time of opening.
- In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

The financial bid / commercial bid will be decided based upon the lowest cost quoted price by a bidder. **If required QCBS (Quality-cum-Cost Based Selection) method considering 70% mark in Technical and 30% in Commercial Bid may be adopted if the price quoted is found to be identical by two or more bidders.** In case a single bidder is left after evaluation of technical bid, price quoted by the bidder may not be accepted if

It is felt that cost so quoted is found to be very high. In that case Executive Engineer, Anandapur Barrage Division, Salapada reserves the right to negotiate on the cost factor.

Technical Evaluation : Basis of ‘Weightage of Points for Technical Proposal Evaluation in case of adoption of QCBS method

SI. No.	Item	Weightage	Weightage Points	Marks
1	Annual Average Turnover	20	50 to 100 101 to 200 201 and above	10 15 20
2	Average yearly transaction	20	50 to 100 101 to 200 201 and above	10 15 20
3	Period of experience in the field of providing manpower services to Central, State Govt. , PSU, Bank etc	20	3 to 5 6 to 8 Above 10	10 15 20
4	No of persons engaged in various central, state Govt. Deptts, PSU, Banks during the last three years	20	500 to 1000 1001 to 2000 Above 2000	10 15 20
5	Appreciation letter if any from principal employer i.e. Central, State Govt. PSU, Banks for extending quality service	20	1 to 3 4 to 7 8 and above	10 15 20

17. **AWARD OF CONTRACT:**

- The Executive Engineer, Anandapur Barrage Division, Salapada shall consider award of contract only to those eligible bidders whose offers have been found technically and financially acceptable.
- Bids will be accepted and Contract will be finalized only with those of the Bidder, who in the opinion of Executive Engineer is having the capacity and resources to execute the work assigned in the prescribed time as per the time schedule attached separately. The decision of Executive Engineer, Anandapur Barrage Division, Salapada in this regard shall be final and binding.

18. **EXECUTIVE ENGINEER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- The Executive Engineer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Executive Engineer's action.
- The tender approving authority is not bound to accept the lowest Bid.

19. **ISSUE OF LETTER OF INTENT:**

- The issue of letter of intent shall constitute the intention if the Executive Engineer to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.
- The bidder shall within 10 days along with Security Deposit and Performance Guarantee Deposits, provided with the bid document, failing which his EMD may be forfeited and bid is liable to be cancelled.

20. **SIGNING OF AGREEMENT:**

- The signing of agreement shall constitute the award of contract to the bidder. The agreement with the Successful bidder shall be signed by the Executive Engineer within a week of submission of Security and performance guarantee deposit. "In the event of failure of the Bidder to sign the Agreement within seven days of being called upon to do so or in the event of his failure to start the work as stipulated the amount of Earnest Money submitted shall stand forfeited and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty."

21. **ANNULMENT OF AWARD:**

- Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Executive Engineer may make the award to any other bidder at the discretion of the Executive Engineer or call for new bids.

These instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.

22. SUBCONTRACTS:

- The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.
- Where the Contractor is a partnership firm, the previous approval in writing of the Executive Engineer shall be obtained before any change is made in the constitution firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement.

23. SECURITY**(i) PERFORMANCE SECURITY**

- The contractor/Manpower Service Provider shall have to deposit **additional performance security deposit of Rs.50,000/** shall be in shape of National Savings Certificate/ Post Office Savings Bank Account/ Post office Time Deposit account/ Kissan Vikas Patra/ Term Deposit Receipt of Schedule Bank payable at SBI, Anandapur only duly pledged in favour of Executive Engineer, Anandapur Barrage Division, Salapada and in no other form at the time of agreement in addition to the sum already deposited as bid security towards work security and **shall be called performance security**. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder. In case of breach of any terms and conditions attached to this agreement, the performance Security Deposit of the Service Provider shall be forfeited besides annulment of the agreement.

24. PAYMENT TERMS:

- **Procedure for preparation, processing and payment of running bills:**

The contractor/Service Provider shall prepare the running bills in ensuring execution part work in its Completeness as envisaged above, correctness of rates and submit the bills along with following documents/requirements to Executive Engineer. The bills shall be prepared accurately and as per work order.

- **List showing the details of Data Entry Operators engaged.**
- **Duration of their engagement(No. of days worked),**
- **ESI contribution acknowledged paid challan of the last month**
- **EPF contribution acknowledged paid challan of the last month**
- **Acknowledged Bank statements containing details of salary transferred to the S.B. accounts of the engaged Data Entry operators of the preceding month.**

25. INDEMNITIES:

- The contractor/Service Provider shall at all times hold the Executive Engineer harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions.

**TECHNICAL REQUIREMENTS & SCOPE OF WORK OF
DATA ENTRY OPERATOR**

Requirements

1. She/he should be above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Data Entry Operators should be graduation in any discipline.
3. The Data Entry Operator should have a speed of 4000 characters per minute in English and should be well conversant with computers and essentially well trained in MS office, internet and LAN function.

The engaged Data Entry Operators will discharge the following works.

- i) Data entry of record keeping, editing of existing database.
- ii) Proof reading of new database
- iii) Inputting of letter.
- iv) Storage and backup of database.
- v) Report generation & office record maintain.
- vi) Should be well conversant with computers and essentially well trained in MS office, Internet and LAN connection.
- vii) Other related works that are to be assigned from time to time.

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Governor 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 “Manpower 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 “Manpower Service Provider” has offered its willingness to the same in conformity 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 “Manpower 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 “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “_____” in the _____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower 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 upto _____.

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
authorised to sign on behalf of
Manpower 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 Witness

1. Name:.....
Address:.....
2. Name:.....
Address:.....

1. Name:.....
Address:.....
2. Name:.....
Address:.....

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, sub- standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Manpower 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 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Under Secretary or Deputy Secretary 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 P.M. and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs. 50/- (fifty) perday.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
12. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.
14. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower 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 should be submitted. The Manpower 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.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. 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.

23. The Manpower 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.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office 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 or office concerned.
25. The Manpower 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.
26. 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.
27. In case, the Manpower 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 Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. 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 Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or 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 second week of the succeeding month.
31. 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 Department or Office concerned.
32. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

33. 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.
34. 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.
35. 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.
36. The contractor/Service Provider shall prepare the running bills in ensuring execution part work in its Completeness as envisaged above, correctness of rates and submit the bills along with following documents/requirements to Executive Engineer. The bills shall be prepared accurately and as per work order.
 - **List showing the details of Data Entry Operators engaged.**
 - **Duration of their engagement(No. of days worked),**
 - **ESI contribution acknowledged paid challan of the last month**
 - **EPF contribution acknowledged paid challan of the last month**
 - **Acknowledged Bank statements containing details of salary transferred to the S.B. accounts of the engaged Data Entry operators of the preceding month.**

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

BID ID No-

Subject: Authorisation for attending bid opening on _____ (date) in the tender of

_____. Following persons are hereby authorized to attend the bid opening for the Bid mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I

II

Alternate
Representative

Signatures of bidder
or
Officer authorized to sign the bid
Documents on behalf of the bidder.

No.

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not available.

BID DOCUMENT

**TENDER FOR ENGAGEMENT OF
DATA ENTRY OPERATORS**

(FINANCIAL BID)

**NAME OF THE TENDERER : EXECUTIVE ENGINEER
ANANDAPUR BARRAGE DIVISION
SALAPADA.**

Tender Document No.

Issued on.....

**OFFICE OF THE EXECUTIVE ENGINEER, ANANDAPUR
BARRAGE DIVISION, SALAPADA, KEONJHAR, PIN-758020**

APPLICATION – FINANCIAL BID**For Providing Manpower Assistance to Executive Engineer, Anandapur Barrage Division, Salapada.**

1. Name of tendering Manpower Service Provider :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc :

Sl. No.	Manpower Type	Monthly Rate per person					
		*Take home Remuneration	EPF	ESI	Other Statutory dues if any	Service charge	Total per person
1	Data Entry Operator						

*Minimum take home remuneration per person should be Rs.7900/- for Data Entry Operator

Signature of authorized person

Full Name:

Seal :

Date:

Place:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.