

**OFFICE OF THE CHIEF EXECUTIVE
CHILIKA DEVELOPMENT AUTHORITY**
At-493(P), Pallaspalli, Pokhariput Road, Bhubaneswar-20
E-mail: chilika@chilika.com

TenderNo.273/CDA Dated Bhubaneswar the 08.02.2024

**TENDER FOR SELECTION OF A SERVICE
PROVIDER FIRM FOR ENGAGEMENT OF MANPOWER
IN CHILIKA DEVELOPMENT AUTHORITY**

DATE OF SALE OF TENDER PAPER/ DOCUMENT : 09.02.2024 BY 10:30 A.M

**LAST DATE FOR SUBMISSION OF SEALED
TENDER PAPER/ DOCUMENT : 23.02.2024 BY 05:00 P.M**

**OPENING OF SEALED TENDER PAPER/
DOCUMENT IN PRESENCE OF SERVICE
PROVIDER : 26.02.2024 AT 11:00 A.M**

The sealed tender Paper should reach in the O/o the Chief Executive, Chilika Development Authority, 493(P), Pallaspalli, Pokhariput Road, Bhubaneswar-20 on or before 23.02.2024, by 05:00 P.M through Registered/ Speed post/ Courier service and can also be dropped in the Tender Box placed in the O/o the Chief Executive, Bhubaneswar.


**Additional Chief Executive
Chilika Development Authority**

BIDDER'S COVERING LETTER

To,

**The Chief Executive
Chilika Development Authority
493(P), Pallaspalli, Kargil Road,
Bhubaneswar-20**

Dear Sir,

Ref: Tender No _____ Dated _____

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, I/we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

I/we undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If my/our bid is accepted, I/we shall submit the performance security deposit as per the conditions mentioned in the contract.

I/we agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

Dated this Day of (The month and year)

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of.....



A handwritten signature in blue ink, appearing to read 'M. Jagade', is written over a date '08/02/24'. The signature is stylized and somewhat cursive.

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To,

**The Chief Executive
Chilika Development Authority
493(P), Pallaspalli, Kargil Road,
Bhubaneswar-20**

Dear Sir,

**Subject: (Authorization for attending bid opening on.....
(Date)in the Tender for Engaging Service Provider for providing of
Personnel to the O/o the Chief Executive, Chilika Development
Authority (Tender No:.....Dated,.....)**

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

Order of Preference

Specimen Signature
Name of Authorized Person

- 1.
- 2.

**Signature of Bidder
or
His authorized Representative**

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall, where bids will be opened, will be refused in case authorization as prescribed above is not produced.



**TENDER DOCUMENT FOR MANPOWER SERVICE PROVIDER FOR PROVIDING
THE SERVICES TO CHILIKA DEVELOPMENT AUTHORITY**

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Chief Executive, Chilika Development Authority has taken decision for engagement of various staff as per the list enclosed in Appendix-C for office work and security duty.
2. Accordingly, Chilika Development Authority requires the services of reputed, well established and financially sound Manpower Service Providers to provide services on contract basis for day to day official work.
3. The period of engagement of the Service Provider and the services of Personnel will be as per funds available under various schemes provided by State/Centre subject to maximum for one year from the date of the contract or end of the scheme period whichever is earlier & which may be extendable by mutual consent subject to the satisfactory performance of both the Service Provider as well as the service providing personnel and based on the decision or notification by Govt. of Odisha, Chilika Development Authority etc.
4. The contract for providing the aforesaid manpower is likely to commence from **March 2024** and would continue till **February,2024**, which may extend by order of the competent authority as per terms and conditions in the agreement to be made.
5. The staff will be deployed in any of the 4 site offices (Head office (BBSR), Satapada, Balugaon and Ansupa) as per the discretion of the Chief Executive, Chilika Development Authority. **Tentatively total 90 Number of Man Power in different positions is required for Chilika Development Authority.**
6. **Two-Bid system:**The tender has been invited under two bid system i.e. **Technical Bid** and **Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing “**TECHNICAL BID FOR PROVIDING MANPOWER SERVICES TO CHILIKA DEVELOPMENT AUTHORITY,493(P), PALLASPALLI, KARGIL ROAD, BHUBANESWAR-20**”and “**FINANCIAL BID FOR PROVIDING MANPOWER SERVICES TO CHILIKA DEVELOPMENT AUTHORITY,493(P), PALLASPALLI, KARGIL ROAD, BHUBANESWAR-20**”. Both sealed envelopes should be kept in a third sealed envelope super-scribing “**TENDER FOR PROVIDING MANPOWER SERVICES TO CHILIKA DEVELOPMENT AUTHORITY,493(P), PALLASPALLI, KARGIL ROAD,**

A handwritten signature in blue ink, followed by the date '08/02/24' written in blue ink.

BHUBANESWAR-20". The Bids should remain valid till 90 days from the opening of the Bids.

7. The tenderer shall deposit **Rs. 10,000/- (Rupees Ten Thousand)** only in form of demand draft **(non-refundable)** in favour of **Chief Executive, Chilika Development Authority** payable at Bhubaneswar from any Nationalized or scheduled bank towards cost of tender paper. The same demand draft shall be kept inside the sealed envelope meant for Technical bid.
8. The successful tenderer shall provide a performance security of **3%** of the total cost of the contract in shape of a Performance Bank Guarantee or in shape of TDR of equivalent value pledged to the Chief Executive, Chilika Development Authority payable at Bhubaneswar from any Nationalized or scheduled bank.
9. The Performance security will be submitted by the successful tenderer within a fortnight of receipt of work order.
10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
 - a) Copy of the GSTIN Registration certificate of the Service Provider issued by the competent authority;
 - b) Copy of PAN/GIR card;
 - c) Copy of Registration Certificate of Company/Firm.
 - d) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant. (2020-21 to 2022-23)
 - e) Copy of the Audited Balance Sheet and P&L Account for the last three consecutive years certified by the Chartered Accountant. (2020-21 to 2022-23)
 - f) Certified extracts of the Bank Account containing transactions during last three years
 - g) Copies of EPF and ESI certificates.
 - h) Copy of the Labour License/Registration under the Contract Labour(Regulation & Control)Act,1970
 - i) The bidder should have a Valid License under PSARA (Private Security Agency Registration Act 2005) to be submitted along the technical proposal.
 - j) The Bidder should submit an EMD of Rs. 50,000/- (Rupees fifty thousand only) in shape of Demand Draft drawn in favour of the Chief Executive, Chilika Development Authority payable at Bhubaneswar from any Nationalized or a scheduled bank.

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- k) The rate of service charge fixed by the Finance Department, Government of Odisha in OM no. 19595/ F dated 11.07.2023 shall be followed strictly.
- l) Average Annual turnover during the preceding **3 (three) years** i.e.2020-21, 2021-22& 2022-23 should be at least **Rs.1,00,00,000/-**.
- m) Copy of Work order of providing manpower services to any Government Department/Govt. undertaking /PSUs organization in a single contract with involving of minimum 75 manpower engaged each year during last three years.

Note: Only copy of single work order of each year i.e. 2020-21, 2021-22 and 2022-23(one for each year only) showing more than 75 manpower should be enclosed in the technical bid in which the number of personnel engaged should be clearly mentioned. The financial year of the work order must be written by the bidder in bold letters on the top right corner of the work order through a marker/highlighting pen and the number of persons must also be highlighted through a highlighting pen.

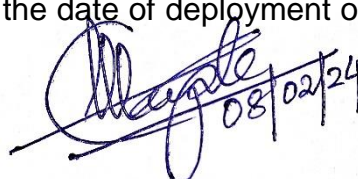
If the work order for providing 75 persons or more issued in any particular year by any Government Department/Govt. undertaking /PSUs organization has been renewed for the subsequent years it will be taken into consideration for all the three years provided the connected work order along with the agreements have to be submitted showing such renewal which must substantiate the fact that the agreement has been renewed for providing 75 persons or more.

Bids in which vendors will enclose extra work orders showing less than 75 personnel / experience certificates/ agreements having no relevance will be outrightly rejected.

- n) Copy of the terms and conditions at pages 14 to 18 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
- o) Copy of the Valid PSARA License

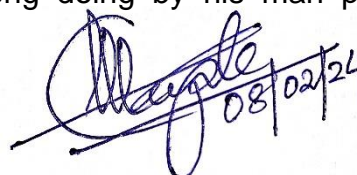
Note: - Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded

- 11. All entries in 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 initialed by the person authorized to sign the tender bids.
- 12. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required



manpower or with the date of closure of any scheme, whichever is earlier. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed / terminated 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 month's notice to the selected Service Provider.**

13. E-mail / Fax bids will be summarily rejected. Late submission bid shall be out rightly rejected.
14. **Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.**
15. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the bidder or his authorized representatives, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.
16. The Financial Bid of only those tenderer will be opened whose Technical bids are found to be in order. The Financial bids will also be opened in the presence of the bidder or authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the financial bid would be considered. If there is a tie, the final L1 bidder will be selected through a transparent lottery system. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the authority.
17. **The competent authority reserves the right to annul all bids without assigning any reason.**
18. The registered office or one of the branch offices of the Service Provider should be located within the state of Odisha as well as Bhubaneswar. In case there is no branch office at Odisha & Bhubaneswar, the successful bidder will have to open branch office within one month of the signing the agreement.
19. The Service Provider will be responsible for any casualty or accident of his Manpower or Agents and liable to pay due compensation as decided by the competent authority.
20. Any type of accident to the manpower of service provider shall himself be responsible. Authority does not take any responsibility whatsoever in this matter.
21. Manpower to be engaged should have good moral character and antecedents. As such anybody employed for the job should have a satisfactory PVR. The Service Provider will submit PVR and Biodata of all his workmen to be engaged in the organization. In case of any kind of wrong doing by his man power, Service Provider will be responsible for the same.

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22. Statutory charges like **EPF/ESI** will be reimbursed to the contractor at the prevailing rate on producing proof of payment of the same.
23. The Service Provider shall provide the services of various personnel Categories in numbers and at places as narrated in the Schedule of Contract as mentioned in **Annexure-I (Table –I)**.
24. The monthly remuneration of the different categories of personnel shall be paid by the service provider after deducting statutory obligation towards employee's contribution and service charges as mentioned in **Table- II**.
25. The Service Provider shall pay the remuneration to the persons engaged after deducting statutory obligation towards employee's contribution and service charges by **1st of each succeeding month** and accordingly the bills shall be sent to O/o. the Chief Executive, Chilika Development Authority by **5th of each succeeding month** against the payment made to the persons for release of funds. **No advance funds shall be released to Service Provider.**
26. All documents required to be enclosed shall be self-attested.
27. No- exemptions of tender cost, EMD or price preferences are allowed for this tender.
28. The overall service charges to be claimed by the service provider (summation of the service charges for all categories of manpower i.e. unskilled, semi skilled, skilled and highly skilled taken together) has to be lowest for consideration as L1 bidder.
29. The bidder shall properly index the documents in a systematic manner. **Without index and page numbers the bid will be rejected.**



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TECHNICAL REQUIREMENT FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfill the following technical specifications

1. The Bidder may be a proprietary firm, partnership firm, limited Company, Corporate Body legally constituted.
2. The Service Provider should have at least three year's experience in providing Manpower Services to Government Departments/Govt. under takings/ Public Sector undertakings/Banks etc. The Service Provider should have executed a minimum of three such Manpower deployed contracts in Odisha during the preceding three years' period.**(please refer clause 10 (m) of SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS)**
3. The Service Provider must have a minimum average annual turnover of **Rs.1.00 Crore per annum** for the last three consecutive years as per the audited statement of accounts.
4. There should be no civil/criminal case pending with the authority/ Police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of one notarized affidavit in this regard.
5. The Service Provider should be duly registered with the Service Tax Authorities(GST) and having valid Labour License under contract labour (Regulation & Contract) Act'1970 and a valid license under PSARA.
6. The Service Provider should be registered with the appropriate authorities under employee provident fund & Employee State Insurance Acts.
7. The Service Provider should have its own balance account.
8. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department / Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Department / Office within two months of the signing the agreement or else the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).



A handwritten signature in blue ink, followed by the date '08/02/24' written in black ink.

**REQUIREMENT OF MANPOWER TO BE DEPLOYED BY THE SUCESSFUL
SERVICE PROVIDER IN CHILIKA DEVELOPMENT AUTHORITY**

Sl. No.	Category of Manpower	Requirement
1	High Skilled	26 Nos
2	Semi Skilled	31 Nos
3	Skilled	12 Nos
4	Un skilled	21 Nos

Note: This is tentative requirement and may change as per requirement of the authority.



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APPLICATION - TECHNICAL BID

(For Bidding as a Service Provider for Providing the Services of Personnel to Chilika Development Authority)

1. Name of Tendering Service Provider:

2. Status (Proprietorship /Partnership/ Private Limited):

3. Full Address of Registered office :

Office Telephone No. _____ FAX No. _____
Email ID: _____
4. Full Address of operating / Branch Office :

Telephone No. _____
Fax No. _____
E-mail address _____
5. Name & Telephone No. of Authorized Officer / person to liaise with field Officer(s)

6. Banker of the Service Provider (Attach Certificate copy of statement of A/c for the last 3 consecutive year) _____
7. PAN / GIR No. (Attach attested copy) _____
8. GST Registration No.: _____
(Attach attested copy)
9. Service Tax Registration No. _____
(Attach attested copy)
10. E.P.F. Registration No. _____
: _____ (Attach attested copy)
11. E.S.I. Registration No. : _____
(Attach attested copy)
12. Labour License/Registration under The Contract Labour (Regulation & Control)

 08/02/24

Act,1970 (Attach attested copy)

13. PSARA License no. and date _____
14. Financial turnover of the tendering service provider for the last 3 consecutive financial years

Details of Financial Turnover:

Financial Year	Total Annual Turnover (Rs. in Lakh)	Average annual turnover (Rs. in Lakh)
2022-23		
2021-22		
2020-21		

15. Only copy of single work order of each year i.e. 2020-21, 2021-22 and 2022-23 (one for each year only) showing more than 75 manpower should be enclosed in the technical bid in which the number of personnel engaged should be clearly mentioned. The financial year of the work order must be written by the bidder in bold letters through a marker/highlighting pen on the top right corner of the work order and the number of persons must also be highlighted through a highlighting pen.

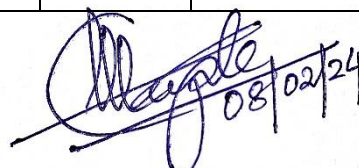
If the work order for providing 75 persons or more issued in any particular year by any Government Department/Govt. undertaking /PSUs organization has been renewed for the subsequent years it will be taken into consideration for all the three years provided the connected work order along with the agreements have to be submitted showing such renewal which must substantiate the fact that the agreement has been renewed for providing 75 persons or more.

Bids in which vendors will enclose extra work orders showing less than 75 personnel / experience certificates/ agreements having no relevance will be outrightly rejected.

Details of organization where more than 75 person personnel have been deployed in a particular work order:

(Attach a separate sheet)

Name of Organization	Work order No. and date	Category of personnel	Year wise number of persons deployed			Whether work with same personnel renewed by organization in subsequent financial years(Yes/No).
			2020-21	2021-22	2022-23	

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16. Tender Cost Demand Draft No.....& Rs.....

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

DECLARATION

1. I, _____ Son / Daughter / Wife of
Sri _____, Age-
_____ Proprietor / Director / Authorized signatory of the Service Provider,
mentioned above, a competent to sign this declaration and execute this tender
document.
2. I have carefully gone through 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 if any false information /
fabricated document would lead to rejection of my tender at any stage besides liabilities
towards prosecution under appropriate law.

DATE: _____ **Signature of Authorized Person of Service Provider's**

PLACE: _____ **(With Organization's Seal)**

Name & Address



Handwritten signature and date: 08/02/24

APPLICATION - FINANCIAL BID

(For Bidding as a Service Provider for Providing the Services of Personnel to Chilika Development Authority)

1. Name of tendering Service Provider: _____
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cessetc.

Sl. No.	Manpower Type	Monthly Rate per person					Total Rate per person Per Month (rounded off to nearest rupee i.e. whole number)
		Basic Remuneration (Rs.) per month	EPF (%)	ESI (%)	Other statutory dues, if any	Service Charge /Commission of Service Provider	
1.	High Skilled						
2.	Semi Skilled						
3	Skilled						
4	Un Skilled						

NOTES:

1. EPF & ESI should be exact cost.
2. The final cost or the total rate per person/month should be in whole numbers.
3. The bidders to quote the price for 30 days.
4. GST shall be paid extra as applicable.
5. The minimum remuneration for above said different manpower shall not be less than the minimum wage fixed / notified by the Government of Odisha.
6. No hidden rates/ costs than quoted above will be entertained.
7. 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 as certified by the Authority.
8. Tender will be finalized on lowest cost basis. In case of tie, lottery will be done.

Date:

Signature of Authorized Person of Service Provider

(With Seal)

Place:

Name:



SCHEDULE OF CONTRACT

Table I: No. of Personnel to be engaged under different Categories

Sl. No.	Category	To be engaged at
1	Different category of persons to be engaged	Bhubaneswar/ Balugaon, Satapada and Ansupa

Table II: Monthly remuneration and Statutory Employer payments to be made by the Authority (in Rupees)

Sl. No.	Name of the Position	Monthly remuneration (without statutory payment)
1	Different category of persons to be engaged	The wages will be paid as fixed by the Labour and ESI Department, Govt. of Odisha from time to time.

The number of personnel to be engaged at different levels is tentatively about 90.



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TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement 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 effectiveness of the agreement commences w.e.f. the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year or end of scheme period whichever is earlier w.e.f. the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. 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 Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
6. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. **The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.**
8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Division/Range office so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall be answerable to the deployed persons.
9. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the Department or Office concerned.
10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim what so ever like employer and employee relationship against the Department or Office concerned.

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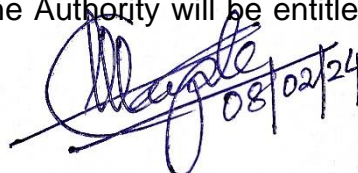
11. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.
12. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the current or after expiry of the Agreement period.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
17. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
18. 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 Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
19. The personnel provided by the Service Provider shall have to maintain highest standard of ethics in their work. They should not under any circumstances take any data entered into the Computers or documents outside the office under any circumstances or share with anybody except as they may be specifically authorized to carry out their assigned works. If any person is found to involve in activities in violation of this, the Service Provider will be liable for the criminal action as well as other civil actions for such lapses as may be deemed appropriate by the "**Authority**".
20. The personnel provided by the Service Provider shall be regular and punctual in their work as per working hours fixed by the Authority. They will attend to the office work beyond office hours and even on Sundays and Government Holidays, if required as directed by the Authority.
21. The "**Authority**" shall have right to ask the Service Provider to withdraw/replace any personnel who has been reported by the "**Authority**" as disobedient or incompetent towards his/her services being rendered. The "**Service Provider**" agrees to act promptly on such request by the "**Authority**".
22. Selection of person(s) in various categories requisitioned by the Authority will be the responsibility of the Service Provider at their own cost. The Service Provider

will send CVs/ bio-data of a panel of suitable persons having requisite qualification/ experience to the Authority for selection and acceptance.

23. **The agreement may be terminated on a written notice of one month from either side, and both parties agree not to move Court of Law on such termination.**
24. The service of the personnel deployed under the contract shall not be withdrawn suo motto, without consulting the Chief Executive, CDA or his authorized representative. In case any personnel whose services have been deployed, desires to discontinue the work, the service provider will inform the same 15 days in advance and arrange for suitable replacement with persons having similar or better qualification and experience.
25. **Violation of Clause-24** will amount to penalty of 15 days salary of the personnel disengaged which shall be recovered from the Security Deposit of the Service Provider.
26. The selection of the services of personnel as requisitioned by the Authority shall be the responsibility of the Service Provider. The Service Provider will send the CVs/ Bio-data's of a panel of suitable persons having requisite qualifications and experience, not less than two times the number of personnel requisitioned for each position to the concerned Division for selection and acceptance.

LEGAL

27. 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 Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
28. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Authority
29. The 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 Authority or office concerned.
30. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
31. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax & GST Act/ Rules, as amended from time to time and a certificate to this effect shall be provided by the Department or office concerned.
32. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Authority will be entitled to get itself


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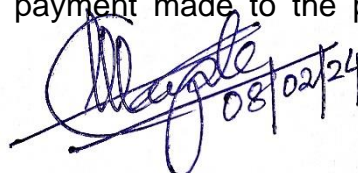
reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

33. 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 Authority will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
34. The decision of Authority in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

FINANCIAL

The Service Provider shall execute an agreement with the Chief Executive, Chilika Development Authority or any authorized officer of the Chief Executive, in line with the terms and condition laid down in **Annexure – II** and Appendixes-A, B, C, D & E in the Tender Document and shall furnish a **Performance Security Deposit @ 3%** of the Contract value drawn on any nationalized Bank at the place of tender in Shape of Bank TDR or Bank guarantee duly pledged to the **Chief Executive, Chilika Development Authority, Pallaspalli, Kargil Road, Bhubaneswar-20** for faithful implementation of the provisions of the agreement. This security deposit of the finalized tenderer shall be retained by the Authority, whereas the Security Deposit of the remaining tenderer shall be returned to the respective tenderer after the completion of signing of the tender by the L- 1 tenderer.

35. Signing of the Tender Document shall mean that the Parties participating in the tender process agree to the terms and conditions of the Tender Document.
36. 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.
37. The payment in respect of all categories of personnel towards Monthly Remuneration and Statutory Employer payments to be made by the Authority shall be at the rate given in-the Table: I of Annexure-II in account payee mode.
38. The Service Provider will deploy personnel with desired qualifications/experience as detailed in the technical requirement for manpower to be deployed by the successful service provider.
39. The Service Provider shall raise the bill, in triplicate, after the receipt of absentee statement sheet submitted by the concerned officers in first week of the succeeding month.
40. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the Authority shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by him/them by **1st of each succeeding month** through account payee mode (NEFT / RTGS/ IMPS) and accordingly the bills shall be sent to O/o. Chief Executive, Chilika Development Authority, Bhubaneswar by **5th of each succeeding month** against the payment made to the personnel for



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release of funds.

41. The Service Provider shall deposit the statutory dues like EPF and ESI or Insurance in respect of the service of each employee as per the provisions of the relevant Acts/ Rules and submit the necessary receipt or Challan to the office in support of proof of payment with a statement by 5th of each succeeding month.
42. **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.**
43. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation.
44. The Personnel deployed by the Service Provider shall work under the direct supervision and control of the Authority and officers concerned. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Authority.
45. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/office. In case there is no branch office, the successful bidder will have to open branch office within one months of the signing the agreement.
46. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between Chilika Development Authority and the Service Provider and any non compliance shall be deemed as breach of the Contract/Agreement.

End of tender Document at this 20th page


08/02/24
Addl. Chief Executive
Chilika Development Authority

Memo No. _____ / CDA, Dated, Bhubaneswar the _____

Copy to Notice Board, Chilika website i.e. www.chilika.com for display and upload.


08/02/24
Addl. Chief Executive
Chilika Development Authority