

#### ODISHA LIFT IRRIGATION CORPORATION LTD.

# (A GOVT. OF ODISHA UNDERTAKING)

PLOT NO. 17/2, NAYAPALLI, BHUBANESWAR-12

Phone No. 0674-2390195, Fax No. 0674-2395844, email ID: olicltd123@bsnl.in, olicltd@ymail.com

Letter No .IT-59/2020 9 007 (NE) OLIC, Date. 14 12 2020

From

Ms. Archana Patnaik, IAS Managing Director & Spl. Secretary to Govt., DoWR

To

The Dy. Director(Advt.)-cum-Dy. Secretary to Govt. Information and Public Relation Deptt., Govt. of Odisha, Bhubaneswar

Sub.: Publication of Advertisement.

Sir,

Enclosed, please find herewith the text of advertisement of Odisha Lift Irrigation Corporation Ltd. regarding notice inviting request for proposal for selection of facility management agency for publication in at least two Odia daily and one English daily of wider circulation.

The Advt. material furnished may be processed at your level for publication on or before 16.12.2020 . The bill received from the publisher may be forwarded to this office for pass and payment.

Yours faithfully

Encl.: The advt. Material in hard & soft copy

9002 000) Date: 14/2 2020 Memo No:

Copy along with soft copy to the Head State Portal , IT Centre, Odisha Secretariat , Bhubaneswar for favour of kind information and necessary action with a request to display this notice in the Govt. Website for wide circulation,

Executive Director(Tech)

(35)

Date: /(1/2.2020)Memo No: 4000

Copy to all Executive Engineers / Superintending Engineers (Field), OLIC for Executive Director(Tech) information & necessary action.



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# Notice Inviting Request for Proposal For Selection of Facility Management Agency

No.. IT-59/2020 - 9006 Dt. 14 12 2020

Odisha Lift Irrigation Corporation Ltd, Bhubaneswar invites sealed proposals from eligible Bidders (Firms/ Agencies) interested to provide "Facility management Services" on outsourcing basis vide a service contract to be engaged at Lift Irrigation Divisions located at different places within Odisha & OLIC Head Office at Bhubaneswar.

Interested Bidders can download the RFP documents containing detailed terms & conditions, scope and eligible criteria from the official website: <a href="https://www.odishalift.co.in">www.odishalift.co.in</a> & <a href="https://www.odisha.gov.in">www.odisha.gov.in</a> from 16.12.2020 (10.00 A.M.) to 11.01.2021 (5.00 PM). The last date & time for submission of RFP is on 11.01.2021 up to 5.00 P.M. by Speed post/Registered post/Courier only. The technical bid will be opened on 12.01.2021 at 11.00 A.M. in presence of the bidder or their authorized representatives if any.

The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

MANAGING DIRECTOR
OLIC LTD, BHUBANESWAR

# REQUEST FOR PROPOSAL (RFP) FOR

# FOR SELECTION OF FACILITY MANAGEMENT AGENCY FOR PROVIDING SERVICES ON CONTRACT BASIS



ODISHA LIFT IRRIGATION CORPORATION LTD

( A GOVT. OF ODISHA UNDERTAKING)

PLOT NO.17/2, NAYAPALLI, BHUBANESWAR-751012

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Phone No. 0674-2390195, Fax No. 0674-2395844, email ID: olicltd123@bsnl.in, olicltd@ymail.com

# Notice Inviting Request for Proposal For Selection of Facility Management Agency

No. . IT-59/2020 - 9006 Dt. 14.12.2020

Odisha Lift Irrigation Corporation Ltd, Bhubaneswar invites sealed proposals from eligible Bidders (Firms/ Agencies) interested to provide "Facility management Services" on outsourcing basis vide a service contract to be engaged at Lift Irrigation Divisions located at different places within Odisha & OLIC Head Office at Bhubaneswar.

Interested Bidders can download the RFP documents containing detailed terms & conditions, scope and eligible criteria from the official website: <a href="www.odishalift.co.in">www.odishalift.co.in</a> & <a href="www.odisha.gov.in">www.odisha.gov.in</a> from 16.12.2020 (10.00 A.M.) to 11.01.2021 (5.00 PM). The last date & time for submission of RFP is on 11.01.2021 up to 5.00 P.M. by Speed post/Registered post/Courier only. The technical bid will be opened on 12.01.2021 at 11.00 A.M. in presence of the bidder or their authorized representatives if any.

The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Sd/-MANAGING DIRECTOR OLIC LTD, BHUBANESWAR

#### **NOTICE INVITING PROPOSAL**

- 1.1 Odisha Lift Irrigation Corporation Ltd. invites sealed proposals under two Bid systems i.e. Technical Bid and Financial Bid from eligible Bidders (Firms/ Agencies) interested to provide "Facility management Services" on out sourcing basis vide a service contract with specific terms & conditions to be engaged at Lift Irrigation Divisions located at different places within Odisha & OLIC Head Office at Bhubaneswar.
  - 1.2 The interested agencies are advised to submit two separate sealed envelopes super-scribing "Technical Bid for providing Facility management Services to OLIC" & "Financial Bid for providing Facility management Services to OLIC". Both sealed envelopes be kept in a third sealed envelopes super-scribing " RFP for Providing Facility management Services to OLIC".
- 1.3 This contract for providing the aforesaid manpower for a period of One year likely to commence from the date of actual operation (beginning of service) or signing of contract whichever is later. The period of the contract may be further extended another year subject to satisfactory performance of the Agency with mutual consent of both the parties.
- 1.4 Interested Bidders can download the RFP documents containing detailed terms & conditions, scope and eligible criteria from the official website: <a href="https://www.odishalift.co.in">www.odishalift.co.in</a> & <a href="https://www.odisha.gov.in">www.odisha.gov.in</a>. The cost of RFP document is Rs. 10,000.00 (Rupees Ten Thousand) only (non-refundable) + 5% GST on reverse charge basis (GST No. 21AAACO5986G1ZF of OLIC) shall be submitted along with proposal (Technical) in form of demand draft/pay order in favour of FA & CAO, OLIC Ltd payable at Bhubaneswar from any Nationalized/Scheduled bank. Document in support of payment of GST should be part of RFP document failing which proposal will not be considered.
- 1.5 The interested intending bidders for Manpower Service should submit the RFP proposal in the prescribed manner (both technical & financial) along with all documents complete in all respects through Speed Post / Registered Post/ Courier service only so as to reach office of the Managing Director, Odisha Lift Irrigation Corporation Ltd, Plot No.17/2, Nayapalli, Bhubaneswar, Dist- Khordha, Odisha, Pin- 751012 by 5.00 PM on **11.01.2021**. The authority will not be responsible for any postal delay. Email/Fax /Late Bids will be summarily rejected. There is no system of receipt of proposal through drop box or by hand.
- 1.6 The firm will be selected under Quality and Cost based selection (QCBS) and procedures described in this RFP.

# 1.7 Key information relating to RFP as under:

SI.No.	Particulars	Information
1	Start date of availability of RFP in official website	Dt. 16.12.2020 at 10.00 AM
2	Date and time of pre-bid meeting	Dt. 24.12.2020 at 11.30 AM
3	Venue of pre-bid meeting	Conference Hall, office of the Managing Director, Odisha Lift Irrigation Corporation, Plot No.17/2, Nayapalli, Bhubaneswar, Dist-Khordha, Odisha, Pin- 751012
4	Last date of availability of RFP in official website	Dt. 11.01.2021 up to 5.00 PM
4	Last date and time for receipt of RFP	Dt. 11.01.2021 up to 5.00 PM
5	Cost of RFP documents (Non-refundable)	Rs. 10000/- ( + 5% GST to be paid by bidder on reserve charge basis)
6	Date & Time for opening of RFP (Technical Proposal)	Dt. 12.01.2021 at 11.00 AM
7	EMD	Rs. 2,00,000/-
8	Address for submission of RFP	office of the Managing Director, Odisha Lift Irrigation Corporation, Plot No.17/2, Nayapalli, Bhubaneswar, Dist- Khordha, Odisha, Pin- 751012

**Note**: Incase, the last date of receipt of RFP document or date of opening of document happens to be a holiday for any reason, the activity will be held on the immediate next working day at same time & place.

1.8 OLIC reserves the right to reject any or all bids/terminate the tender process without assigning any reason thereof.

Sd/-MANAGING DIRECTOR OLIC LTD, BHUBANESWAR

#### 1. TERMS OF REFERENCE

#### 2.1 Eligibility Criteria

The manpower service provider should fulfill the following technical qualifications to participate in the tender process. Non submission of any of following documents will be treated as Non-responsive.

- a) The bid must be with certificate of Registering under the India Company Act, 1956 or other relevant Act/ Rules & be in business for at least 3 years in India as on last date of submission of bid.
- b) The Agency must have either its registered office or operating office in Odisha. (Self-attested copy of documentary evidence in this respect to be furnished along with the technical proposal)
- c) Minimum three years of experience (as on 31st March, 2020) in providing Facility Management Services on outsourcing basis either to a single organization or multiple organizations, out of which, at least one year must be in Odisha. (Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates to this effect to be furnished as supporting evidences along with the technical proposal)
- d) Provided similar services to at least one Government/ Semi-Government/ public sector undertaking clients successfully (uninterrupted/ continuous) for a period of minimum 12 months during the last 3 financial years i.e. 2017-18 to 2019-20.(Selfattested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates along with proof of claim to be furnished along with the technical proposal)
- e) Must have executed similar work for at least Rs.10 Crores (cumulative) during the last 3 financial years i.e. 2017-18, 2018-19 & 2019-20 (Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers as a proof of successful completion of the Contract to be furnished as supporting evidences)
- f) Valid registration under Shops & Establishment Act or other relevant Act/ Rules, Labour Law, Income Tax (PAN), ESI, EPF, GST Authorities, etc.( Self-attested copies to be furnished)
- g) Must have license to engage such persons from competent Authority. This should be submitted along with the RFP. The bidder has to mention the name of such agency and attach a copy of the license issued to the agency along with a copy of the agreement/ understanding of the bidder with the agency for such outsourcing.
- h) Employed not less than 100 (one hundred) field level staff<sup>1</sup> (non-administrative) to render similar services at clients' locations in Odisha (either single location or multiple locations). (Self-attested copies of EPF and ESI Returns for any one of the three months preceding the month of submission of this proposal to be furnished as supporting evidences)

- i) Minimum Annual Turnover of Rs.10 Crores(cumulative) during each of the last 3 Financial Years i.e. 2016-17 to 2018-19 or 2017-18 to 2019-20. (Self-attested copies of Audited Profit & Loss Accounts and Balance Sheets to be furnished. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.)
- j) Must have ISO 9000 certification. (Self-attested copy of ISO 9000 Certificate to be furnished)
- k) Affidavit by the authorized signatory of the bidder that the bidder has not been black listed by any Central/State Govt. /Public sector undertaking or under a declaration of ineligibility for corrupt or fraudulent practices must be submitted on original letter head of the bidder with signature and stamp.
- The bidder must have furnished the cost of tender paper and EMD in shape of demand draft in favor of FA & CAO., OLIC Ltd, Bhubaneswar payable at Bhubaneswar.

### 1.2 Scope of Work:

The following personnel shall be provided by the Agency.

SI.No.			Nos required	Educational qualification	Post qualification		
	•		·		experience		
1	2	3	4	5	6		
1	DEO-cum- OA	Bhubaneswar	3	Any Graduate with PGDCA	Minimum 01year IT experience		
2	Junior Engineer (Mech)	L.I.Divisions in the State	14	Diploma in Mechanical Engineering	Minimum 2years drilling of borewells/ Tubewells		
3	Junior Engineer (Elect)	L.I.Divisions in the State	14	Diploma in Electrical Engineering	Minimum 2years in electrical works		

# The scope of work is as follows:

- a) To work under the scheme Biju Krushak Vikas Yojana- Deep Borewell Secha Karyakram for installation of borewells in remote areas of the State.
- b) The place of work mentioned above may be changed as per requirement of OLIC.
- c) The service can be utilized for OLIC work in the interest of State.

- d) The Engineering personnel will perform field duty along with documentations as per direction of higher authority.
- e) To report to the Authority for timely completion of work.
- f) To answer telephone calls to take messages, answer questions and provide information during non-business hours.
- g) Performing other related tasks as & when required.

Note: OLIC reserves the right not to accept any category of person provided by the successful bidder. OLIC may resort to testing of skills of the persons and accept the qualified persons.

#### 2.3 Responsibilities of the Service Provider

Following are the responsibilities of the Agency (Service Provider) –

- a) The Agency shall ensure proper conduct of the deployed personnel in office premises and enforce prohibition of consumption of alcoholic drinks, betel, smoking, loitering without work.
- b) Working hours would be normally as per State Govt. Rule.
- c) 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. In such case, the Agency has to provide a substitute.
- d) The personnel deployed should be polite, cordial and efficient while on duty and their actions should promote goodwill and uphold the image of OLIC. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

Note: The Agency has to deploy a person who will be designated as Manager. The Manager will be the contact person for the Agency and in charge of overall supervision of the facility management service. He has to ensure that the day to day facility management service is carried out smoothly.

#### 2.4 Responsibilities of the Corporation Management:

The responsibilities of the management shall include:

- a) Co-operate with the deployed staff for smooth conduct of the assignments.
- b) Clearly define the area of operation.
- c) Develop log book, control sheet, checklist for documentation, regular monitoring and quality assurance.
- d) The nos. of staff are approximate in nature, which may increase or decrease at the time of issue of Work Order. The Agency will be paid for the extra persons deployed as required & requested by OLIC at the rates quoted against the categories of persons in the Financial Proposal.

#### 2.5 Cost of RFP Document, EMD and Performance Security

**a. Cost of RFP Document**: The cost of RFP document shall be Rs. 10,000.00 + 5% GST on reverse charge basis (GST No. 21AAACO5986G1ZF of OLIC). This may be paid in shape of Demand Draft in favor of FA & CAO., OLIC Ltd, Bhubaneswar payable at Bhubaneswar. The cost of RFP along with copy in support of deposit of GST should be submitted with along with the Technical Bid failing which proposal will be rejected.

### b. Earnest Money Deposit (EMD):

- i. RFP documents must be accompanied with EMD for Rs.2,00,000.00 (Rupees two Lakhs) only in shape of Post Office Savings Bank Account / NSC/ Post Office Time Deposit / Kissan Vikash Patra/ Bank Deposit Receipt (STDR) in Schedule Bank duly pledged/drawn in favour of the FA & CAO, OLIC Ltd., Bhubaneswar failing which Tender will not be considered and liable for rejection.
- ii. Cheques will not be accepted.
- **iii.** No EMD will be accepted after due date and time of submission of tender document.
- **iv.** EMD money deposited towards other tender will not be adjustable with this tender.
- v. If a bidder withdraws its offer after opening of Technical bid or financial bid before award of the contract , the EMD deposited will be forfeited.
- **vi.** If a successful bidder fails to deposit requisite amount towards the security deposit within specified time as per intimation/request of the office of the OLIC Ltd, the Earnest Money will be forfeited.
- **vii.** The EMD of successful bidder will be refunded on receipt of Security Deposit.
- **viii.**The EMD of unsuccessful bidder will be refunded to bidders at earliest after finalization of RFP.

# c. Performance Security Deposit:

- i. The successful bidder shall be required to deposit a performance security amount @ **5%** of the contract value only (Non– Interest bearing ) in the shape of Demand Draft in favor of FA & CAO., OLIC Ltd, Bhubaneswar payable at Bhubaneswar covering the period of contract with Managing Director, OLIC Ltd. within 07(Seven) days of notification of award of contract and before entering the contract as successful bidder.
- ii. The security deposit shall be returned to the Service Provider on the expiry of the contract period on furnishing the usual clearance/demand certificate within 3(three) months of completion of the contract period with no interest.
- iii. The security deposit shall stand forfeited in case of any failure whatsoever on the part of the contractor at any time in the performance of his part of the contract that during the extension period of the contract where notice is given and time for rectification allowed.

- iv. If the contractor indulges at any time in any subletting/subcontracting of any person of the work without notice and approval of Managing Director, OLIC then the security deposit is to be forfeited.
- v. The security deposit will also be forfeited incase the service provider leaves the job before completion of the period of the contract.
- vi. If a successful bidder fails to execute an agreement within specified time as per the intimation/request of this office, the security deposit will be forfeited.

### d. Additional Performance Security Deposit -

- i. The successful bidder will have to deposit an additional security deposit amount i.e. one month employees cost including statutory dues in shape of demand draft in favor of FA & CAO., OLIC Ltd, Bhubaneswar payable at Bhubaneswar prior to signing of Agreement
- ii. The Additional Performance Security Deposit shall be returned to the Service Provider without interest on the expiry of the contract period on furnishing the usual clearance/demand certificate within 3 months of completion of the contract period.
- iii. If a successful bidder fails to execute an agreement within specified time as per the intimation/request of this office, the additional Performance Security Deposit will be forfeited.

### 2.6 Payment & Price Validity

- a) The Agency shall be paid on monthly basis as per the contracted rate provided in the agreement. The price shall be all-inclusive including the cost of manpower, consumables, equipment and management.
- b) While the bill for 1<sup>st</sup> month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as EPF, ESI, etc. for the previous month.
- c) The price as quoted by the bidder shall remain unchanged .
- d) GST, if any, shall be paid at the applicable rate.

# 2.7 Period of Engagement

- a) The engagement shall be for a period of one years from the date of actual operation (beginning of service) or signing of contract whichever is later.
- b) The contract may be renewed for another year subject to satisfactory performance of the Agency and with the mutual consent of both the parties.
- c) The agency shall sign the contract (Format given) and start providing services (actual engagement of personnel) within 10 days of issue of Letter of Award/Intimation.

# 2.8 Termination / Suspension of Agreement

a) The contract can be terminated at any time prior to its completion by either Party with 60 days of notice period.

- b) The OLIC may issue notice in writing to rescind the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
  - (i) Shall specify the nature of failure, and
  - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) The OLIC after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving the service provider reasonable opportunity of being heard to.
  - (i) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Management (OLIC) have subsequently approved in writing.
  - (ii) If the service provider becomes insolvent or bankrupt.
  - (iii) If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 60 days: or
  - (iv) If, in the judgment of the Management of OLIC, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

#### 3. Instructions to Bidders

### 3.1 Submission of the Proposal

- a) The proposal shall be submitted in two separate sealed envelopes superscribing "Technical Bid for providing Facility management Services to OLIC" & "Financial Bid for providing Facility management Services to OLIC". Both sealed envelopes be kept in a third sealed envelopes super-scribing " RFP for Providing Facility management Services to OLIC".
- b) The Proposal shall be in two parts i.e. Cover-A and Cover-B. "Cover-A" shall contain the **Technical Proposal** and "Cover-B" shall contain the **Financial Proposal**.
- c) Technical and Financial Proposal shall be submitted separately in sealed covers with clear inscription as "TECHNICAL/ FINANCIAL PROPOSAL; RFP REFERENCE NUMBER. on top of respective covers and both the sealed envelopes shall be sealed in a third envelop with required inscription on it as mentioned in Clause (a) above.
  - d) The Proposal shall remain valid for a period of 180 days after the last date of opening of RFP.

#### 3.2 Contents of the Proposal

- a) The technical proposal in addition to proof of eligibility shall contain:
  - 1. All the information, documents and clarifications as required under Annexure 3 & ToR.
  - 2. EMD and RFP Document Cost as per ToR.
  - 3. Copy of the RFP Document signed on every page by the duly authorized Signatory.
  - 4. Authorization Certificate issued by the Agency for the Signatory signing the Documents submitted to OLIC for this Tender.

The Financial Proposal shall be submitted in the format given in Annexure-4

#### 3.3 Evaluation and Selection

- a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.
- c) The minimum qualifying score in technical evaluation shall be 80 marks out of 100 marks and the financial proposals of the bidders who secure the minimum 80 marks shall be opened. Format for technical evaluation is given in Annexure - 5.
- d) Financial proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –

Odisha Lift irrigation Corporation Ltd.

Plot No. N-17/2, Nayapalli, Bhubaneswar-751012 (Odisha)

# Date of Opening of financial proposals shall be communicated to the technically qualified bidders.

- e) For financial evaluation, Price excluding Tax shall be taken into consideration i.e. Annual Cost Excluding Tax (Column 'd' of 'SI- 4' of Annexure 4: Financial Proposal).
- f) After the evaluation of the financial proposals, combined evaluation will be carried out as follows
  - (i) The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Fs) of 100 points. The financial scores (Fs) of the other financial proposals will be computed as per the following formula Fs = 100 x Fm / F, in which Fs is the financial score, Fm is the lowest price and F the price of the proposal under consideration.
  - (ii) Proposals will be ranked according to their combined technical (Ts) and financial (Fs) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $P = \text{the weight given$
  - (iii) The weights given to the Technical and Financial Proposals are: T = 70 and P = 30

#### 3.4 Award of Contract

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has secured the highest combined technical and financial score as per Clause No. 3.3 (f) (ii) above.
- b) In case two bidders secure the same highest combined score, the bidder with the highest average annual turnover during the last 3 financial years i.e. 2016-17 to 2018-19 or 2017-18 to 2019-20 shall be awarded the contract.
- c) Any effort by a bidder to influence OLIC in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.
- d) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

#### 4. Special Conditions of Contract

- a) The deployed Staff must be skilled and competent .
- b) The deployed Staff should carry out the works assigned to them with due sincerity, diligence, efficiency & punctuality.
- c) The Personnel deployed by the Agency should not have any Police records/criminal cases against them.
- d) OLIC may advise the Agency to disengage any of its staff from service, with 24 hours prior intimation, in case the management of OLIC found any negligence on the part of that particular staff.
- e) The Agency shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
- f) In case of any damage/ pilferage caused to the property of OLIC due to mishandling, carelessness of the Agency or its personnel then the same shall be recovered from the Agency adjusting the amount against their monthly bill.
- g) The persons deployed shall, during the course of their work, may have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the Agency as well as the person deployed shall be liable for penal action under the applicable laws besides, action for breach of contract.
- h) All the personnel engaged for the service shall be covered under insurance against any personal accident by the Agency and the OLIC shall not be liable for any payment on account of compensation.
- i) The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to OLIC or any other statutory authority.
- j) The Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to OLIC with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to OLIC, as and when sought for.

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- k) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and OLIC shall provide TDS certificate to the Agency.
- I) The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, EPF, etc. OLIC shall have no liability in this regard.
- m) The OLIC shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including EPF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. or otherwise. And in no circumstances, the OLIC shall be made a party to it in case of any dispute arising out of such non-compliance.
- n) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Agency, penalty would be imposed by the OLIC proportionate to the extent of default/ non-compliance.
- o) OLIC shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.
- p) The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of OLIC during the currency or after expiry of the Contract.
- q) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in OLIC.
- r) The persons deployed by the Agency shall not claim any benefit/ compensation/ absorption/ regularization of services with Office under the provision of Industrial Disputes Act., 1947 Or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act/ Rules.
- s) The transportation, food, medical and other statutory requirements in respect of each personnel deployed shall be the responsibility of the Agency, not of OLIC.
- t) The Agency shall provide a suitable substitute well in advance if there is 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 Agency.

# 5. Penalty Clauses

- 1. In case the contractor fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, OLIC reserves the right to impose the penalty as detailed below:
- a. 2% of cost of order/ agreement per week, up to 2 weeks delay.
- b. After 2 weeks delay, OLIC reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other contractor (s) from open market at the competitive rates. The defaulting contractor will be blacklisted for a period of 2 years

and the differential amount, if any, will be recovered from the contractor by forfeiting the Performance Security/ Addl. Performance security deposited by the contractor.

- 2) For any breach of contract, OLIC shall impose a penalty to the extent of Rs. 10,000/-only on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of OLIC.
- 3) If the lapses are repeated, the extent of penalty will be doubled on each such occasion. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive and penalty may be imposed on any violation/ breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities -
- a) If the personnel working are not found in proper uniform and not carrying their photo identity cards.
- b) If the personnel working are found indulging in smoking/ drinking/ sleeping during duty hours.
- c) If the behavior of the deployed personnel (s) are found to be discourteous to any official of OLIC.
- d) If any person is found performing duty by submitting a fake name and address.
- e) If any person is found on duty other than that mentioned in the approved list provided by the Agency to OLIC.
- f) In case of any loss/ theft of OLIC's property or stains on the floor/ wall, the committee will consider the circumstances and if the responsibility is fixed on the Agency, OLIC will make good the losses by deducting the cost of loss from the Performance Security Deposit of the Agency or next month's bill of the Agency in one or more installments.
- g) If required number of manpower is not deployed by the Agency, then proportionate amount will be deducted during payment.

# APPLICATION - TECHNICAL BID (For Providing Manpower Services to OLIC Ltd.)

# **ANNEXURE 3: Profile of the Applicant**

# (To be furnished along with the Technical Proposal Cover "A")

SI.	Dawtianlana	Datailla
No.	Particulars	Details
1.	Name and Address of the Bidder	
	Full address of registered office	
2	(Telephone no , E-mail details to be	
	given)	
	Full address of operating office/ branch	
3	office in Odisha	
	(Telephone no , E-mail details to be	
	given)	
	Name, designation, contact no. and	
4	address of the Contact Person/ Local	
	Representative	
	Constitution and Date of Incorporation/	
	Registration	(Registered Company/ Society/
_	(Self-attested copy of Certificate of	Partnership Firm / Others)
5.	Incorporation/ Registration to be	Date
	enclosed)	
6	Banker of Bidder	
	(Attach self attested copy)	
7	PAN/GIR No.	
	(Attach self attested copy)	
	Service Tax Registration No. (GST)	
8	(Attach self attested copy)	
	E.P.F. Registration No.	
9	(Attach self attested copy)	

10	E.S.I. Registration No. (Attach self attested copy)			
11	Financial position and operational results for last three financial years (2016-17 to 2018-19 or 2017-18 to 2019-20)	Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets are to be attached. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.		
12	Number of field level staff engaged at the client locations to render facility management service (Refer- Eligibility Clause 2.1 - g)	To be supported by EPF and ES Returns for any one of the three months preceding the month of submission of this proposal to be furnished as supporting evidences.		
13	Years of experience in similar line of activity along with the list of clients to whom similar service has been provided in last three years i.e. 2017-18, 2018-19 & 2019-20 (Separate list to be furnished for Govt./ Public sector and private sector clients. Private sector clients of more than Rs.30 Lakh of annual contract value to be included.)	<ul><li>2. Date of Contract</li><li>3. Duration of Engagement</li></ul>		
14	Registration/ empanelment details with different authorities	(i) Authority (s): (ii) Date of Registration		
15	License to engage in the business of  Pvt. Security Agency issued by  competent Authority			
16	Plan for execution	(i) Manpower Planning (ii) Monitoring (iii) Quality Assurance		

	Any other details the applicant would	
17	like to furnish (Example: Awards &	
	Accreditations)	

# Note:

- (i) Information to be furnished in separate sheet wherever necessary.
- (ii) In case of documents, they shall be self attested photocopies.

Date ;	Authorized Signatory
Place:	Name:
	Seal:

# ANNEXURE 4: FINANCIAL PROPOSAL (Cover - "B")

# Name and Address of the Bidder:

# **Price Details:**

SI. No.	Particulars of man power	No.	Rate per Person per Month (Excluding Tax) (Rs.)	Monthly Cost (Excluding Tax) (Rs.)	Annual Cost (Excluding Tax) (Rs.)
1	DEO-cum-OA	03	7100.00	21300.00	255600.00
Α	Other Costs, if any (Pl. specify)				
В	Total of (1+A)				
С	Overhead / Profit Margin (Rate %) of B				
D	Price Excluding Tax (B+C)				
2	Junior Engineer(Mech)	14	13500.00	189000.00	2268000.00
Α	Other Costs, if any (Pl. specify)				
В	Total of (1+A)				
С	Overhead / Profit Margin (Rate %) of B				
D	Price Excluding Tax (B+C)				
3	Junior Engineer(Elect.)	14	13500.00	189000.00	2268000.00
Α	Other Costs, if any (Pl. specify)				
В	Total of (1+A)				
С	Overhead / Profit Margin (Rate %) of B				
D	Price Excluding Tax (B+C)				
а	G.TOTAL price of all 3 nos Services excluding Taxes				
	TAXES				
i	GST (Rate%)				

ii	Other Taxes, if any (Pl. Specify)		
b	Total (i+ii)		
	TOTAL PRICE INCLUDING ALL TAXES (a+b)		

G.	Total	Price of	all 3 Nos	Services	Excluding	Taxes (	(a) :Rs.		••••
(In	words							) only	

#### Note:

- 1. Pl. mention the % of GST as applicable and on which charges it is applicable.

  Also, the details of Other Taxes, if any, are to be mentioned.
- 2. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the nos., the unit price shall prevail and the line item total shall be accordingly corrected.
- 3. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be accordingly corrected.
- 4. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case, the amount in figures shall prevail subject to (2) and (3) above.
- 5. If the firm submitting the lowest evaluated bid does not accept the correction of errors, its proposal shall be rejected.

Date:			
Place:			

**Authorized Signatory** 

(Signature and seal of the authorized signatory)

# ANNEXURE 5: FORMAT FOR EVALUATION OF TECHNICAL PROPOSAL

- 1. Technical Bid shall be evaluated first those bidder who fulfill the eligible criteria.
- 2. The technical bid shall be evaluated and marking shall be based on the following parameters/criteria

Name	e & Address of the Bidder:			
			(For off	ice use only)
SI.	Criteria		Marks	Remarks
No.		Marks	Obtained	
	Constitution of the Applicant:			
1.	a) Registered Company: 10 Marks	10		
	b) Society/ Partnership Firm/ Others: 5 Marks			
	Years of Business Experience :			
2.	a) Between 3 to 5 years: 10 marks			
	b) Between 5 to 7 years: 15 marks			
	c) Above 7 years: 20 marks	20		
	(To be calculated from the date of incorporation/			
	registration).			
	Average no. of field staff employed in Odisha:			
0	a) Between 100 to 200: 5 marks	45		
3.	b) Between 201 to 300: 10 marks	15		
	c) Above 300: 15 marks			
	Market Presence/ Client:			
4.	a) Govt./ Public Sector: 2 marks each	45		
	b) Private Sector ( Annual contract value more	15		
	than 30 Lakhs): 1 mark each			

	Past Work Done			
	(last three years i.e. 2017-18 , 2018-19 & 2019-20):			
5.	a) Above Rs.10 Crores: 10 marks	20		
	b) Above Rs.20 Crores: 15 marks			
	c) Above Rs.30 Crores: 20 marks			
	Annual Turnover (last three Financial Years i.e.			
	2016-17, 2017-18 & 2018-19 or 2017-18, 2018-19			
6.	& 2019-20):	20		
0.	a) Above Rs.10 Crores: 10 marks	20		
	b) Above Rs.20 Crores: 15 marks			
	a) Above Rs.30 Crores: 20 marks			
	Total	100		

# **ANNEXURE 6: FORMAT FOR AGREEMENT**

# **AGREEMENT**

1.	An agreement made thisday of , 2021 BETWEEN Odisha Lift
	Irrigation Corporation Ltd, Bhubaneswar (hereinafter called "1st Party") of the one
	part AND <insert address="" and="" name="" of="" provider="" service="" the=""> (hereinafter called</insert>
	"2nd Party", which expression shall, where the context so admits, be deemed to
	include his heirs/ successors/ executors/ administrators) of the other part.
2.	Whereas the 2 <sup>nd</sup> Party has been selected by OLIC through an open tender issued
	vide Reference Nodated, and accordingly the letter of award was
	issued vide Nodated inviting to execute the contract.
3.	And whereas the 2 <sup>nd</sup> Party agreed to provide facility management services in the
	registered at Bhubaneswar and different divisions within Odisha , as per the
	provisions in the RFP document.
4.	And whereas the 2 <sup>nd</sup> Party has deposited the performance security of Rs
	(Rupees) only vide Demand Draft/ Pay Order
	No. dt
5.	And whereas the 2 <sup>nd</sup> Party has deposited the additional performance security of
	Rs) only vide Demand Draft/
	Pay Order No. dt
6.	The contract will come into force w.e.f.

7. The contract shall be initially for a period of one year, which may be renewed for another year subject to satisfactory performance of the Agency and with the mutual consent of both the parties.

#### **NOW THESE PRESENT WITNESSES AS FOLLOWS:**

- 1. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
  - a) RFP Terms of Reference;
  - b) Submissions and Declaration as part of the Proposal submitted;
  - c) Notification of Award issued by the Authority;
  - d) Special Conditions of Contract
- 2. In consideration of the payments to be made by the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party, the 2<sup>nd</sup> Party hereby covenants with the 1<sup>st</sup> Party to provide the agreed Services in all respects as per the provisions of this Contract.
- 3. The 1<sup>st</sup> Party hereby covenants to pay the 2<sup>nd</sup> Party in consideration of the provision of the agreed facility management services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
- 4. The description of the services to be rendered by the 2<sup>nd</sup> Party under this contract and their prices as offered by the 2<sup>nd</sup> Party and accepted by the 1<sup>st</sup> Party are as under:

<Insert the price bid submitted by the Agency>

#### 10. PRICE

10.1 The price shall be **firm and fixed** in for one year of operation. GST shall be paid on the monthly fees/ charges at the rate as applicable.

#### 11. PAYMENT

2.Witness

For and on behalf of the Agency

- 11.1 The payment shall be made to the 2<sup>nd</sup> Party on monthly basis.
- 11.2 While the bill for 1<sup>st</sup> month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as EPF, ESI, etc. for the previous month.
- 11.3 In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.
- 11.4 The 2<sup>nd</sup> Party shall submit the monthly bill within 1<sup>st</sup> week of the following month.

	For and on behalf of the Corporation		
Authorized Signatory <name address="" agency="" and="" of="" the=""></name>	<authorized signatory=""></authorized>		
Date:	Date:		
1.Witness	1. Witness		

2. Witness

# **DECLARATION**

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.	I have carefully read and understood all the terms and conditions of the
	tender and undertake to abide by them;
3.	The information / documents furnished along with the above application $% \frac{1}{2}\left( \frac{1}{2}\right) =\frac{1}{2}\left( \frac{1}{2}\right$
	are true and authentic to the best of my knowledge and belief. I $\!\!\!/$ we,
	am / are well aware of the fact that furnishing of any false information/
	fabricated document would lead to rejection of my tender at any stage
	besides liabilities towards prosecution under appropriate law.
	Signature of Authorized person
	Name:
	Seal:
	Date:
	Place:

# ANNEXURE 7: LIST OF OLIC OFFICES FOR ENGAGEMENT OF SERVICES

SI.No.	Name of the post	Place of posting	Nos	Remarks
			required	
1	2	3	4	5
1	DEO-cum-OA	Bhubaneswar	3	
2	Junior Engineer (Mech)	L.I. Divisions in the State(Odisha)	14	
3	Junior Engineer (Elect)	L.I. Divisions in the State(Odisha)	14	

# **ANNEXURE -8**

# **SELF-DECLARATION NO BLACKLISTING**

(Date)
Managing Director Odisha Lift Irrigation Corporation Ltd,
Plo No. 17/2, Nayapalli, Bhubaneswarr-751012
Dear Sir/Madam,
Ref: Tender for Selection of Man Power Service Provider for OLIC Ltd.
In response to the Tender Document for Selection of Manpower Service
Provider for OLIC, I/ We hereby declare that presently our Company /
firm is having unblemished record and is not
declared ineligible for corrupt & fraudulent practices either indefinitely or
for a particular period of time by any State/ Central Government/
PSU/Autonomous Body.
We further declare that presently our Company/ firm
is not blacklisted/debarred and not declared
ineligible for reasons other than corrupt & fraudulent practices by any
State/ Central Government/ PSU/ Autonomous Body on the date of Bid
Submission.
If this declaration is found to be incorrect then without prejudice to any
other action that may be taken, my/ our security may be forfeited in full
and the tender if any to the extent accepted may be cancelled
and the tender if any to the extent decepted may be cancelled
Thanking you,
Yours faithfully,
Place: Signatures
Date: Name
Seal of the