

CT & GST CIRCLE, DHENKANAL

(Under CT & GST Territorial Range, Angul)
(Finance Department, Government of Odisha)

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No. 355 / CT & GST

Dated: 06.01.2023

TENDER CALL NOTICE

Sealed tenders are invited from reputed Agency / Service Providers to provide Housekeeping personnel (one number) to the office of the CT & GST Circle Dhenkanal for a period of Two years w.e.f. 01.02.2023 to 31.01.2025.

Further details have been given in the Tender Document which may either be downloaded from the Commercial Tax Department website <https://odishatax.gov.in/> or can be obtained in person from CT & GST Circle, Dhenkanal on any working day from 11 AM to 4, PM from 07/01/2023 to 20/01/2023. The last date and time for submission of Tender documents is 21/01/2023 by 2.30 PM.

The tender documents along with all enclosures shall be submitted in a sealed envelope which is to be deposited in a Sealed Box Kept in the CT & GST Circle, Dhenkanal.


Deputy Commissioner of CT & GST,
CT & GST Circle, Dhenkanal

Memo No. 356 / CT & GST

Date: 06.01.2023

Copy forwarded to the Addl. Commissioner of CT & GST, Territorial Range, Angul with a request for display of the Tender Document in office notice board/ office notice board for wide circulation.


Deputy Commissioner of CT & GST,
CT & GST Circle, Dhenkanal

Memo No. 357 / CT & GST

Date: 06.01.2023

Copy forwarded to the Addl. Commissioner of CT & GST (IT), Commissionerate of CT & GST, Odisha, At- Cuttack with a request to upload the Tender Document in the official website for wider publication.


Deputy Commissioner of CT & GST,
CT & GST Circle, Dhenkanal

CT & GST CIRCLE, DHENKANAL

(Under CT & GST Territorial Range, Angul)
(Finance Department, Government of Odisha)

TENDER DOCUMENT

FOR AWARD OF CONTRACT FOR PROVIDING SERVICES OF HOUSE
KEEPING PERSONNEL FOR A PERIOD OF THREE YEARS WITH
EFFECT FROM THE DATE OF JOINING OF THE PERSONNEL.

01	Period of issue of Tender Documents	07/01/2023 to 20/01/2023
02	Last date and Time for submission of Tender Document	21/01/2023 at 02:30 PM
03	Date and Time for opening of Technical Bids	21/01/2023 at 04:00 PM
04	Financial Bids of eligible Bidders	21/01/2023 at 04:00 PM
05	Likely date for commencement of contract	01.02.2023

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The CT & GST Circle, Dhenkanal requires the services of reputed, well established and financially Sound Service Provider to provide House Keeping Personnel (One Number) for day to day official work against which permission has duly been accorded vide Head Office letter No. 13942 / CT dt.27/10/2022.
2. The contracts for providing the aforesaid Services are likely to come with effect from 01.02.2023 and would continue till 31.01.2025 on satisfactory performance. However, the service contract can be terminated at any time, with one month notice, owing to unsatisfactory performance by the Selected Service Provider or because of change in the official requirements.
3. The aforesaid requirement is tentative which may increase or decrease basing on the official requirement.
4. The estimated cost of the contract is Rs.98,280.00 approximately Per annum.
5. Interested Service Providers may submit the Tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 5,000.00 and other requisite documents by 21/01/2023 up to 02:30 PM at the office of the CT & GST Circle, Dhenkanal.
6. The various Crucial dates are given below:
 - a) Period of issue of Tender Documents: As above
 - b) Last date and time for submission of Tender: As above
Document
 - c) Date and time for opening of Technical Bids: As above
Financial Bids of eligible Bidders –
 - d) Likely date for commencement of contract: As above
7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. Interested agencies are advised to submit two separate sealed envelopes superscribing “Technical Bid” & “Financial Bid” for Providing services of 01(One) House Keeping Personnel to the office of the CT & GST Circle, Dhenkanal. Both Sealed envelopes should be kept in a third sealed envelope super scribing “Tender for providing services of 01 (One) House Keeping Personnel to the office of the CT & GST Circle, Dhenkanal.
8. The Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees five thousand) only should be necessarily accompanied with the Technical Bid of the Service provider in the form of Demand Draft/ Pay order drawn in favour of the Deputy Commissioner of CT & GST, CT & GST Circle, Dhenkanal failing which the tender shall be rejected summarily.
9. The successful bidder will have to deposit Performances Security Deposit of Rs. 50,000.00 (Rupees fifty thousand) only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Deputy Commissioner of CT & GST, Dhenkanal covering the period of contract. In case, the contract is further extended beyond the contract period, the Bank Guarantee will have to be renewed by the successful bidder.
10. The performance Security Deposit shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
11. The bidders are required to enclose Photocopies of the following documents (self attested) along with the Technical Bid, without which their bids shall not be considered at all.
 - a) Registration certificate of the applicant Organization,
 - b) Copy of PAN / GIR card
 - c) Copy of the IT return filed for the last three financial years

- d) Copies of EPF and ESI certificates
- e) Copy of the GST Registration Certificate.
- f) Certified extracts of the Bank Account containing transaction during last three years
- g) Certificates/ Testimonials on the satisfactory performance of at least three Years to be furnished.
- h) Whether the agency has any exemption U/s 16(2) of the EPF Act.
- i) Declaration that no criminal cases is pending against the Company/ Organization/ Agency at Present.

Conditional bids shall not be considered at all.

- 12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected. However, the cuttings or over writing, if any in the Technical Bid Application must be initiated by the person authorized to sign the tender bids.
- 13. The technical bids shall be opened on the date and time as above in the office chamber of the Deputy Commissioner of CT & GST, CT & GST Circle, Dhenkanal. The Financial bids of eligible bidders shall be opened on the date and time as above in the office chamber of the Deputy Commissioner of CT & GST, CT & GST Circle, Dhenkanal. Representatives of the eligible bidders should remain present at the time of opening of Financial Bid.
- 14. The Deputy Commissioner of CT & GST, CT & GST Circle, Dhenkanal reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENT FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The Service Providers (Bidders) must fulfill the following technical specifications:
 - a) The registered office or one of the branch offices of the manpower service provider must be located at Dhenkanal.
 - b) They must be registered with the appropriate registration authority;
 - c) They must have at least “two years” experience in providing similar manpower to Government Departments, Public Sector Companies/ Bank etc.
 - d) They must have their own Bank Account.
 - e) They must be registered with Income Tax and Goods and Service Tax department.
 - f) They must be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - g) They must have executed similar Man- power service provider at least Rs. 5 lakhs per annum in 2018-19, 2019-20 & 2020-21.

**TECHNICAL REQUIREMENT FOR PERSONNEL'S TO BE
DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDERS**

01. He/ She should be above 18 Years of age and not exceeding 50 years and should be physically fit for the duties. He/she should be well conversant and able to read and write in English and Odia languages.

APPLICATION- TECHNICAL BID

For Providing Personnel to the CT & GST Circle, Dhenkanal.

01. Name of Tendering Service Provider:_____
02. (a) Details of the Earnest Money Deposit:-
D.D No. _____ Date _____
(b) Details of application/ Tender fee D.D. No. _____
Date _____ of Rs. _____ or Money receipt
No. _____ Date _____ of _____
03. Name of Proprietor/ Partner/ Director- _____
04. Full Address of Registered Office:-

Telephone No.: _____
FAX No. _____
E-Mail Address: _____
05. Full address of Operating
Branch Office _____

Telephone No. _____
FAX No. _____
E-Mail Address _____
06. Name & telephone No. of: _____
Authorized officer/ person
To laise with Field Office(s)
07. Banker of the Service Provider: _____
(Attach certified copy of statement of A/c for the last Three years)

Telephone Number of Banker _____
08. (a) PAN / GIR No.: _____
(Attach attested copy)
(b) Copy of the IT return filed for the last three financial years
09. Certificate of Registration issued under the Private security
agency (Regulation) Act, 2005/ Private security Rules, Odisha,
2000 tach attested copy)
10. Goods& Service Tax Registration No.: _____
(Attach attested copy)
11. EPF Registration No. _____
(Attach attested copy)
(If exempted u/s 16(2) of the EPF Act (furnish details)
12. ESI Registration No.: _____
(Attach attested copy)

13. License issued under contract labour (Regulation & Abolition) Act (Attach attested copy)

14. Financial turnover of the tendering Service Provider for the last 2 Financial Years.

Financial Year	Amount (Rs. Lakh)	Remarks, if any
2019-20		
2020-21		

15. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

16. Give details of the major similar contracts handled by the tendering Service Provider during the last three years (2018-19, 2019-20 & 2020-21) in the following format (if the space provided is insufficient, a separate sheet may be attached) (Also attach evidence of providing security/ sweeping/ housekeeping service)

Sl. No.	Name of client, address, telephone & Fax No.	Service Provider		Amount of Contract (Rs. In lakhs)	Duration of contract	
		Type of providing personnel	No.		From	To

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

Date-
person
Place-

Signature of authorized

Full Name:

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 informations/ documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I/we, am/are well
aware of the fact that furnishing of any false information/ fabricated
document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Signature of authorized Person

APPLICATION- FINANCIAL BID

FOR PROVIDING HOUSEKEEPING PERSONNEL IN THE CT & GST CIRCLE, DHENKANAL.

1. Name of tendering Service Provider:

2. Rate person per month (8 hours per day) inclusive of all statutory liabilities taxes:

Sl. No.	Person al Type	Monthly Rate Per Person											
		Mont hly Remu ner action as per State Mini mum wage s Act	ESI			EPF			Take Home after ESI/ EPF Deduc tion (3-4- 7)	Other Statu tory dues, if any	Serv ice char ge (to be quot e)	To tal	GST (as applic able)
			Empl ooyee Share (1.75 %)	Empl ooyee Share (4.75 %)	Tot al	Empl ooyee Share (1.75 %)	Empl ooyee Share (4.75 %)	Tota l					
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	House Keeping Personnel (unskilled)												

TERMS & CONDITIONS

GENERAL

01. The agreement shall commence from dt. 01.02.2023 and shall continue till dt. 31.01.2025 unless it is terminated by the authority with one month notice owing to unsatisfactory performance or change in requirement.
02. The agreement shall automatically expire on dt. 31.01.2025 unless extended further by the authority.
03. The agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications for a further specific period by the Authority.
04. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under his agreement to any other agency or Organisation by whatever name be called without the prior written consent of the Authority.
05. The Office at present has tentative requirement of 01 (one) housekeeping personnel. The requirement of the Office may further increase or decrease marginally, during the period of initial contract and the tenderer will have to provide the required number of personnel on the same terms and conditions.
06. 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.
07. The service provider should carry out the work in the CT & GST Circle, Dhenkanal as per the following schedule.
 - a. The House Keeping Personnel shall leave the office premises after 05.30 P.M. with intimation to the charge Officer.
 - b. All staff of the service provider shall bear photo identity card issued by the service provider during the period of work.
 - c. All workers/ man power to be engaged by the service provider should be covered under the statutory Government regulation framed from time to time.
 - d. Any damage/ pilferage to CT & GST Circle, Dhenkanal property due to mishandling and carelessness of the service provider or his workmen will be recoverable from the service provider's bill or performance security deposit.
 - e. The House Keeping Personnel deployed by the service provider shall not be required to attend the office on any Government holidays and Sundays.
 - f. The House Keeping Personnel deployed by the service provider shall be required for work at 10.00 AM to the Deputy Commissioner of CT & GST Circle, Dhenkanal or Section Officer, CT & GST Circle, Dhenkanal, other Officers as may have been kept in charge of the office concerned and would leave at 05.30 PM & may also be required to work beyond 05.30 PM occasionally for which they will not be paid any extra emoluments. 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. House Keeping Personnel deployed by the service provider shall not be required to attend the office on any Government holidays & Sundays.

08. The entire financial liability in respect of the personnel 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 shall be mandatory for the Service Provider to pay monthly remuneration to the persons deployed through their bank accounts by the seventh day of the succeeding month and produce necessary evidence by 10th day of the succeeding month for sanction of monthly payment by this office. The service provider shall ensure that the persons deployed by him are paid their monthly remuneration on monthly basis by the due date irrespective of whether he has received payment from this Organization or not.
09. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of personnel deployed. There shall not be any “Employee-Employer” relationship between the persons deployed by the Service Provider and this organization.
10. 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.
11. The department 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.
12. The persons deployed by the Service Provider shall not claim nor shall be entitled to py, perks and other facilities admissible to regular/ confirmed employees during the current or after expiry of the agreement.
13. 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 have no claim for any absorption in regular or other capacity.
14. 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 Service Provider.
15. The Service Provider must be registered with the concerned Government 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 Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
16. The 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 responsible of the Man Power Service Provider. The Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
17. The persons deployed by the Service Provider shall not have any criminal records.

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 on indiscipline on the part of the persons deployed.

LEGAL

19. The person 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.
20. 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.
21. 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 photo copies of such documents shall be furnished to the Department or office concerned.
22. 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.
23. The tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act/ Rules, amended, from time to time and a certificate to this effect shall be provide by the Department or office concerned.

***Note- Registration / Licence under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to security service provider employing more than 20 work man.**

24. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
25. 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 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 un paid bills or adjust from the Performance Security Deposit.

FINANCIAL

26. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, Rs. 5,000/- (Rupees Five Thousand only) in form of Demand Draft/ Pay Order drawn in favour of Deputy Commissioner of CT & GST, Circle Head, Dhenkanal falling which the tender shall be rejected out rightly.
27. The Earnest Money Deposit in respect of the bidders who do not qualify for Financial Bid (Second competitive stage) shall be returned to them immediately. In case of successful bidder if the agency fails to deploy the required manpower within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
28. The successful bidder will have to deposit performance security deposit of Rs.50,000.00 (Rupees fifty thousand) only within 15 days from the date of opening of financial bid, in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Deputy Commissioner of CT & GST, Dhenkanal Circle, Dhenkanal covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.
29. In case of breach of any terms and conditions attached to this agreement, the agreement will be annulled.
30. The Service Provider, after making payment of the monthly remuneration to the Persons deployed, shall raise the bill in triplicate, along with the attendance sheet duly verified by the Officer concerned and proof of payment of monthly remuneration and submit the same to the Deputy Commissioner of CT & GST by 10th day of the succeeding month and the Payment to the Service Provider will be released by this office within 15 days thereafter.
31. **Irrespective of the date of submission of the bills by the Service Provider and irrespective of the date of payment made by this office to the Service Provider, the Service Provider shall pay monthly remuneration to the persons deployed by him positively by 7th day of the succeeding month, and also through their bank accounts.**
32. The claims in bills regarding Employees State Insurance, Provident Fund, and Goods & 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 Office concerned.
33. **In case of any change in Statutory Minimum Wages, Labour Welfare Measures or taxes/ cesses during the contract period, made by competent Government authorities, this contract between the services Provider and this office shall stand modified accordingly with immediate effect.**
34. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above.
35. All the dispute shall be under the jurisdiction of the court at the place where the headquarter of the authority, who has executed the agreement, is located.
36. 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.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Deputy Commissioner of CT & GST, Dhenkanal Circle, Dhenkanal for and on behalf of the Governor of Odisha 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 CT & GST Circle, Dhenkanal office:

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

Now this agreement witnessed as below:-

1. That the Annexure containing the terms and Conditions shall be deemed to form and to be read and constructed 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 CT & GST Circle, Dhenkanal 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 shall be settled as per the terms and Conditions of the contract.\
5. That this agreement is valid up to _____
6. The terms and conditions of the agreement is as per the terms and conditions of the tender documents.

IN WITNESS WHEREOF the parties have caused their respective common Seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the officer
Authorized to Sign on behalf of
Service Provider

Signature of the Authority
for and on behalf of the
an Officer acting in the premises

In the presence of witness:

Witness:

1. Name:
Address:

2. Name:
Address:

Witness:

1. Name:
Address:

2. Name:
Address: