

BIDDING DOCUMENT

"TENDER FOR OUTSOURCING OF SERVICES"

**ADDITIONAL COMMISSIONER OF CT&GST
CT&GST TERRITORIAL RANGE,
BHUBANESWAR**

CT & GST TERRITORIAL RANGE, BHUBANESWAR
(Under Commissionerate of CT & GST, Finance Department, Govt. of Odisha)
TENDER CALL NOTICE

Bid Reference No. 1408/CT & GST

Dated 27.03.2023

Bids in sealed cover are invited under two-bid system from reputed and experienced Manpower Service Providers to provide services of **03(three)** nos of **Unarmed Security Guards (Semi-Skilled)** and **03(three)** nos of **House cleaning personnel (Unskilled)** for a period of **01(one)** year from the date of actual engagement in terms of Finance Department Circular No-49134/F dated 29.11.2010, No-28090/F dated 22.09.2017 & No-11835/F dated 31.03.2018 in the O/o **The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar.** The details of the bidding schedule are as follows:

Sl. No	Bidding Schedule	Deadline	Scheduled Date
1	Date of Issue	T	27.03.2023
2	Bid Due Date and Time	T + 21	17.04.2023
3	Opening of Technical Bid	T + 22	18.04.2023
4	Opening of Financial Bid	T + 22	18.04.2023
5	Date for commencement of deployment of required manpower		01.05.2023

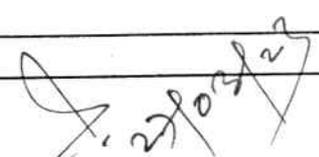
Bidders are required to submit the Technical and Financial Bids separately. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover super-scribed "Bid for unarmed security guards & house cleaning personnel" must reach the undersigned on or before 17.04.2023 by *Speed Post/Registered Post/ Courier/ by hand.*

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement are to be obtained from O/o **The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar** on payment of non-refundable amount of Rs 100/- in form of **Demand Draft** in favour of "**The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar**", drawn from any scheduled commercial bank and payable at **Bhubaneswar.**

Further bid documents can be viewed from the Commercial Tax Department website:
<https://odishatax.gov.in>.

The Authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

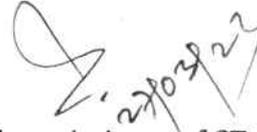
Complete address for submission of bid
The Additional Commissioner of CT&GST
CT&GST Territorial Range, Bhubaneswar, Bhoi Nagar , Pin-751022


Addl. Commissioner of CT & GST
CT & GST Territorial Range, Bhubaneswar.

Memo No: 1409

Date: 27.03.2023

Copy to the Circle Heads, CT&GST Circle, Bhubaneswar-I/II/III/IV, Bhubaneswar with the request to display on the **Circle Office Notice Board / Range Office Notice Board** for information and awareness of all concerned.

A handwritten signature in black ink, followed by the date '27/03/23' written vertically.

Addl. Commissioner of CT & GST
CT & GST Territorial Range, Bhubaneswar.

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SECTION-I

INSTRUCTION TO BIDDERS

A. GENERAL INFORMATION:

1. The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar requires the service of reputed, well established, financially sound and registered Service Providers to provide 03(three) nos of Unarmed Security Guards and 03(three) nos of house cleaning personnel at O/o The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar as per the requirement.
2. The period of contract for providing the aforesaid service will be ideally one (01) year from the date of effectiveness of the contract. *The contract may be extended for a period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority.* The Authority reserves the right to terminate the contract at any time after giving 30 days' notice to the Service Provider.
3. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

ELIGIBILITY CRITERIA:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central/State Government/Autonomous Bodies / Agencies / Societies / Corporate Bodies.	Copies of the work order from the previous authorities.
2	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha .	Valid address proof of the office (Copy of the Telephone / Electricity Bill)
3	Must have average Annual Financial Turnover of Rs.20,00,000.00 during the last three financial years	Copies of AUDITED Income/ Expenditure Statement and Balance Sheet for the concerned periods.
4	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the pass book and transaction statement for the last 03 years

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
5	The Agency should not have been blacklisted by Any Central / State Government, or any other Public Sector Undertaking or a Corporation as on the date of this RFP	An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form - T2]
6	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form - T3]
7	Other Statutory Documents:	Copies of : <ul style="list-style-type: none"> • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • Copies of INCOME TAX RETURNS for last 3 Assessment Years • Copies of Registration Certificate under Labour Law.

B. SUBMISSION OF BID :

The proposal complete in all respect as specified must be accompanied with a non-refundable amount of Rs 500.00 towards **Bid Processing** in form of **Demand Draft** in favour of "**The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar**", drawn in any scheduled commercial bank and payable at **Bhubaneswar** failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/ Courier/delivered by hand so as to reach the Authority by dt **17.04.2023 at 5.30PM.**

The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, Rs 10,000/- in form of Demand Draft/ Pay Order drawn in favour of Additional Commissioner of CT & GST, CT & GST Territorial Range, Bhubaneswar failing which the tender shall be rejected out rightly.

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 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.

The Authority will not be responsible for any postal delay. Bids without bid processing fee and also submitted after due date will be summarily rejected.

The bid has been invited under two bid systems i.e **Technical Bid** and **Financial Bid**. The bidders are advised to submit two separate envelopes super scribing "**Technical Bid**" (**name of the service**) and "**Financial Bid**" (**name of the service**). Both sealed envelopes must be kept in a third sealed envelope super-scribing "Bid Document- (name of the service)"

Selected bidder will have to deposit a Performance Security (**10% of the annual contract value**) in the form of Bank Guarantee from any Scheduled Bank situated within Odisha in favour of "**The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar** " as per the prescribed format provided in the tender document at **Section - VII** for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. **The Performance Bank Guarantee shall**

be released immediately after three months or expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. LIST OF DOCUMENTS FOR SUBMISSION;

Bidders are required to furnish the following documents along with the Technical Bid :

- a) Demand Draft in support of Bid Processing Fee as applicable
- b) Copy of Certificate of Incorporation of the Firm / Agency
- c) Copy of GSTIN
- d) Copy of PAN
- e) Copies of IT returns for the last three Assessment Years
- f) Copies of EPF & ESI Registration Number
- g) Copy of Bank Account details containing transactions during last three years.
- h) Copies of the Income/Expenditure Statements along with Balance Sheet for the last 3 years.
- i) Copies of work orders from the previous organizations for providing services during last 5years.
- j) Undertaking regarding non-blacklisting (On STAMP PAPER)
- k) Undertaking regarding non-pending of any judicial proceedings (On Bidder's Letter Head)
- l) Certificate of registration under Private Security Agency (Regularisation and Abolition) Act 2005/ Private Security Rules, Orissa 2009.
- m) Whether the Agency has any exemption u/s 16(2) of the EPF Act.
- n) Copy of Registration Certificate under Labour Law.

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The Technical Bid will be opened on **18.04.2023 at 11.30 AM** in presence of the authorised representatives of the bidder who wish to be present on the spot at that time. Financial Bid of the technically qualified bidders shall be opened on **18.04.2023 at 3.00 PM** in presence of the authorized representatives.

The Bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the Authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the Authority shall be final during the overall selection process.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The Service Provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The Authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

1. **The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar** invites sealed bids from the eligible bidders to provide house cleaning personnel and unarmed security guards at **O/o The Additional Commissioner of CT & GST, CT & GST Territorial Range, Bhubaneswar**.
2. The Manpower Service Provider should provide trained house cleaning personnel and unarmed security guards to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the Service Provider and must have the required qualifications, experience & relevant knowledge to perform as the case may be.
3. It shall be the responsibility of the Service Provider to verify the qualification/experience and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the Authority from time to time. The Authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of Authority that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately.
4. The Manpower Service Provider should have an empanelled list of trained Security and sweeping personnel so that un-interrupted and continued services can be provided during the period of contract. The Service Provider should be able to provide additional man power support whenever required by the Authority under the same terms and condition.
5. The agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar .
6. The manpower deployed by the Service Provider shall be required to report for work at 10.00 AM and leave office at 5.30 P.M. and may also be required to work beyond 5.30 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
9. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.
10. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
11. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
12. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
13. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The Service Provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The Service Provider should credit the monthly salary of its employees in their respective Bank Account.
14. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

(Prescribed Qualification & Experience of the Manpower)

Sl. No.	Manpower	Age Limit	Qualification	Work Experience	Remuneration (Minimum Take Home Remuneration)
1	UNARMED SECURITY GUARDS (Semi-Skilled)	Above 21 years	Should have passed Class-VIII	Should have 3 (three) years post working experience in Government/Corporate Office	As per the notification of Govt. From time to time
2	HOUSE CLEANING PERSONNEL (Unskilled)	Above 21 years	Should have passed Class-VIII	Should have 3 (three) years post working experience in Government/Corporate Office	As per the notification of Govt. From time to time

SECTION - III

GENERAL TERMS AND CONDITIONS

1. The agreement shall commence from **01.05.2023** and shall continue till **30.04.2024** unless it is curtailed or terminated by the Authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on **30.04.2024** unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The agreement may be extended, on the same terms and conditions or with some additions / deletion / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assigned, pledge or sub-contract rights and liability under this agreement to any other agency or organisation by whatever may be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it found to be false at any stage, it would be deemed to be a breach of **TERMS OF AGREEMENT** making it liable for legal action besides termination of the Agreement.
6. Deployment of Security personnel in the office shall be 24 X 7 in shifts. It shall be obligatory on the part of the Service Provider to provide weekly off to the security guards. When a security guard avails weekly off, the service provider shall have to deploy alternative manpower at no extra cost to this organization. The Service Provider shall arrange to maintain at the main-gate a desk / booth as well as the daily shift-wise attendance record witnessing the arrival and departure time of the security personnel reporting to duty. The photocopy of the attendance record is required to be submitted at the time of submission of monthly bill in the office of the Authority.
7. The service provider should carry out the work as per the following schedule
 - a. The cleaners / sweepers shall leave the office premises after 5.30 P.M with intimation to the charge officer.
 - b. All personnel engaged by the service provider in the office of the Additional Commissioner of CT&GST ,CT&GST Territorial Range, Bhubaneswar shall wear the uniform.

of the staff of the service provider shall remain the property of the service provider during the period of work.

d. All workers/ man power to be engaged by the service provider should be covered under the statutory Government regulation framed from time to time.

e. Any damage / pilferage to the Property in the office of the Additional Commissioner of CT&GST, CT&GST Territorial Range, Bhubaneswar 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.

f. The cleaners / sweepers deployed by the service provider shall not be required to attend the office on any Government holidays and Sundays.

g. Commodes, urinal pans and wash basins of all toilets must be cleaned and sanitized twice a day.

h) Walls, roofs, glass partitions, glass windows, fans, pipes, mirrors, tables, chairs, Almirahs and all other belongings of office are to be cleaned & maintained dust free by using proper cleaning materials. Computers, printers, monitors, servers and other IT related hardware articles/items are to be cleaned daily and safely once in a week i.e. on the 1st working day of the week. The cob web etc. from the roofs and walls must be cleaned once in a month which includes out surface of the rooms. Tree growing on the buildings are to be uprooted once in every two months.

i) The toilets should be extremely sanitized every day, so that there shall not be any foul smell coming from this.

j) The lift and staircase railing shall be cleaned up every day neatly.

k) Bleaching powder should be sprinkled in open drain once a week.

l) Ground floor and open floors should be wiped & cleaned daily with disinfectants.

m) Sweeping of the office campus should be completed before 09.00 A.M.

n) Sweeping and cleaning of floor of the office building (from ground floor to 2nd floor) to be completed before 09.00 A.M.

o) Sweeping and cleaning of toilets and bathrooms twice a day to be completed before 9.30 AM and 4.00 P.M.

p) Daily Cleaning of open drain as well as cleaning of pipe lines as and when choked has to be undertaken by the house cleaning personnel.

q) The wild grass from the pathways around the building shall also be cleaned by way of uprooting once in a month.

r) The Service provider is required to supply all the required toiletries and sweeping and wiping material to the cleaning personnel against which a monthly consolidated amount of Rs.5000/- inclusive of taxes shall be reimbursed on submission of invoices in support of such purchase.

8. The Tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act/ GST Rules as amended from time to time and a certificate to this effect shall be provided by the office concerned.

9. The Authority reserves the right to terminate the agreement during initial period also after giving **15 (fifteen) days** notice to the Manpower Service Provider.
10. For all intents and purposes, the Service Provider shall be the "**Employer**" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
11. The Service Provider must employ adult person only. Employment of CHILD LABOUR will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above **21years of age** and physically sound to perform the duties.
12. The Service Provider will be overall responsible for the manpower deployed for performing the service. 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 Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
14. The Service Provider shall be solely responsible for compliance to the provisions of various Labour and Industrial Laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
15. The Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
16. The Service Provider shall maintain personal file in respect of all the staffs who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
17. The manpower to be deployed by the Service Provider should not have any adverse Police Records/Criminal Cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are

- ...undertaking in this respect must be provided by the Manpower Service Provider prior to signing of the agreement.
18. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
 19. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
 20. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
 21. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of Service Provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
 22. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service Provider is liable to provide the suitable replacement within 3 working days.
 23. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
 24. There would be **no increase in rates payable** to the Service Provider during the contract period *(unless otherwise permissible under law)*. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records. **The employers' contribution towards EPF and ESI for the personnel outsources through service providers will be reimbursed over and above the amount of consolidated remuneration subject to satisfactory proof of such contribution as per F.D Letter No-11835/F dated 31.03.2018.**
 25. The Services Provider shall raise the bill in **triplicate** along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the **first week of the succeeding month**. The payment will be released by the second week of the succeeding month.

26. The entire financial liability in respect of manpower services deployed in the Range office or of concerned shall be that of the Manpower Service Provider and the Range Office or of concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial and adduce such evidence as may be required by the department or office concerned.
27. The Manpower Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Range Office shall, in no way, responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider, the deployed person can put their grievance before the JOINT COMMITTEE consisting of a representative of the Range Office concerned and an authorised representative of the Manpower Service Provider.
28. The persons deployed by the Manpower Service Provider shall not claim, nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees.
29. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption as regular or other capacity.
30. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to the submitted by the Manpower Service Provider.
31. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e Labour Commissioner, Provident Fund Authority, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining licence under Contract Labour (Regulations & abolition) Act,1970 if any, at his own part and cost, if required under the act.
32. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
33. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the manpower service provider as well as the

- ... liable for penal action under the applicable laws besides, action for breach of contract.
34. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the person deployed by it in the office. The Circle Office or Office concerned should have no liability in this regard.
 35. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc if any, on account of service rendered by it to the Range Office to the concerned statutory authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the office.
 36. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the office concerned or any other authority under law.
 37. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
 38. In case of dispute relating to rights / liabilities arising out of the agreement, the same shall be disposed off at Range Office Level.
 39. In the event of failure of Service Provider to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
 40. The Service Provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
 41. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
 42. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.

43. The Authority reserves the right to withdraw or relax and of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
44. In the event of any dispute arising in respect of clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next authority or controlling officer for his decision and the same shall be binding on all parties.
45. All disputes shall be under the jurisdiction of the court at the place where the Head Quarters of Authority, who has executed the agreement, is located.
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.

SECTION - IV

TECHNICAL BID

COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

The Additional Commissioner of CT&GST
CT&GST Territorial Range,
Bhubaneswar

Sub : Tender for Outsourcing of 03(three) nos of of Unarmed Security Guards (Semi-Skilled) and 03(three) nos of House cleaning personnel(Unskilled) at the O/o The Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for [Insert Name of the Service] in accordance with your Tender Notice No.: _____, Dated _____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory
with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

(FORM - T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Proprietor/Partner /Director	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	<u>GSTIN</u> (Attach self attested copy)	
10.	E.P.F. Registration No. (Attach self attested copy.)	
11.	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
12.	Kindly mention the total number of pages in the tender document.	

13	Acceptance to all the terms & conditions of the tender (Yes/No).	
14	Power of Attorney / authorization letter for signing the of the bid documents	
15	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	

16. Financial Turnover of the bidder for the last 3 financial years.(*)

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR)
FY1		
FY2		
FY3		

**from the date of issue of tender*

17. Details of the similar type service provided by the bidder in last 5 years:

Sl. No.	Period	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower /machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

18. Declaration

I, Shri _____ Son/Daughter/Wife of Shri
_____ Proprietor/ Director/ Authorized Signatory
of _____ (Name of the Service Provider), competent to
sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;

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

(Signature of Authorised Representative with SEAL)

Place:

Date:

Enclosures:

1. Bid Processing Fee and EMD in the form of Demand Draft in original
2. Copy of Tender Document (each page must be signed and sealed)
3. Duly filled Technical Bid and Financial Bid
4. List of Documents as applicable

FORM-T2

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

*Authorized Signature
[In full and initials]*

Name and Designation of the Signatory :

Name of the Bidder and Address :

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. The tender inviting authority will award the contract to the bidder whose bid has been determined as the ***lowest and competitive evaluated bid price***.

SECTION - V

FINANCIAL BID

COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

**The Additional Commissioner of CT&GST
CT&GST Territorial Range,
Bhubaneswar**

Sub: Tender for Outsourcing of 03(three) nos of of Unarmed Security Guards(Semi-Skilled) and 03(three) nos of House Cleaning Personnel(Unskilled) at O/o The Additional Commissioner of CT&GST, CT&GST Territorial Range, Bhubaneswar.

Sir,

I, the undersigned, offer to provide the services for *[Insert title of the Service]* in accordance with your Tender No. _____, Dated: _____. Our attached financial price is ***[Insert amount(s) in words and figures]*** for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

Yours faithfully,

Authorized Signatory
[In full and initials]

Name and Designation of Signatory with Date and Seal :

Address of the Bidder :

(Administrative Charge)

Manpower Details:					
Sl. No.	Category of Manpower	Requirement	Cost per Unit in INR(Inclusive of remuneration and all statutory dues)	GST as (applicable)	Total
1					
2					
3					
A. Sub Total (Manpower Cost) in INR					
B. Service Charges @					
C. Total Administrative Charges (A+B)					

- *The rates quoted by the Tendering Agencies should be inclusive of all statutory liabilities in force at the time of entering into the CONTRACT*
- *Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.*
- *The bids with "Nil" or very abnormally low quoted service charges will be treated as "Non responsive" and will be rejected during the financial evaluation stage.*

Place:

Date:

(Sign and Seal of Authorised Representative)

SECTION - VI

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	Copy of Incorporation / Registration Certificate of the Bidder		
4	Copy of PAN		
5	Copy of GSTIN		
6	Copies of Income Tax Clearance Certificate for the last three Assessment years		
7	Copy of Valid EPF & ESI Certificate		
8	TECHNICAL BID duly filled in (Covering Letter, FORM- T1, T2 and T3)		
9	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 3 years		
10	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
11	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities		
12	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past. (FORM- T2)		
13	Undertaking for not having any police case pending against the bidder (FORM- T3)		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION - VII

SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on _____ between, _____ (hereinafter called as the "**Authority**") of the 1st Part and _____ its principal place of business at _____ (hereinafter called the "**Service Provider**") of the 2nd Part.

WHEREAS

- (a) the "**Service Provider**", having represented to the "**Authority**" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;
- (b) the "**Authority**" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - i) **The General Conditions of Contract, and**
 - ii) **The Scope of Work.**
- 2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. **Mode of Payment**

The Service Provider will open a specific Bank Account for payment by the Authority in the Beneficiary Account towards the Service performed by the Service Provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the CONTRACT.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. **Now this agreement witnesses as below:-**

- a) That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide manpower resources to be engaged in o/o the Additional Commissioner of CT & GST , CT & GST Territorial Range, Bhubaneswar in conformity with the provisions of the terms and conditions of the contract.
- b) That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to _____.

For and on behalf of [Tender Inviting Authority]

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER]

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

PERFORMANCE BANK GUARANTEE FORMAT

To

**The Additional Commissioner of CT&GST
CT&GST Territorial Range,
Bhubaneswar**

WHEREAS _____ (Name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to undertake the service (description of services) (herein after called "**the contract**").

AND WHEREAS it has been stipulated by _____ (Name of the Authority) in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the _____ day of _____ year. Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____ branch a written claim or demand and received by us at our _____ branch on or before Dt _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch