

CT & GST TERRITORIAL RANGE, BALASORE.
(UNDER COMMISSIONERATE OF CT & GST, FINANCE DEPARTMENT, GOVT. OF ODISHA).
Katchery Road, Balasore-756001.

No. 1438 /CT.,

Dated: 30.06.2023

TENDER CALL NOTICE

TENDER FOR ENGAGEMENT OF PERSONNEL FOR HOUSE KEEPING (04 nos.) and WATCH & WARD (01 no.) THROUGH SERVICE PROVIDER ON OUTSOURCING BASIS IN THE CT & GST TERRITORIAL RANGE, BALASORE & CT & GST CIRCLE, BALASORE.

Sealed tender is invited under two-bid system from reputed and experienced Service Providing Agency for engagement of personnel for **House Keeping (04 nos.)** and **Watch & Ward (01 no.)** on outsourcing basis in the CT & GST Territorial Range, Balasore & CT & GST Circle, Balasore to manage the day to day official work.

The details of the bidding process are as follows:

Sl. No.	Bidding Schedule	Deadline
1.	Date of Issue of Tender document :	30.06.2023
2.	Last Date and Time for submission of Tender document :	15.07.2023 (up to 5.00 PM)
3.	(i). Date and time for Opening of Technical Bids :	17.07.2023 at 11.00 A.M.
	(ii). Date and time for Opening of Financial Bids :	17.07.2023 at 3.00 P.M.
4.	Expected date for commencement of deployment of required manpower :	01.08.2023

Bidders are required to submit the Technical & 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 “ **TENDER FOR ENGAGEMENT PERSONNEL FOR HOUSE KEEPING (04 nos.) and WATCH & WARD (01 no.) ON OUTSOURCING BASIS** ” and must reach the undersigned on or before **15.07.2023** up to **5:00 P.M.** through **Speed Post/ Registered Post/ Courier** only addressed to the Addl. Commissioner of CT & GST, CT & GST Territorial Range, Balasore, Katchery Road, Balasore-756001.

The bid documents containing eligibility criteria, scope of the work and other terms and conditions of the tender can be downloaded from the website <https://odishatax.gov.in/> or <https://baleswar.nic.in>. The authority reserves the right to reject any/all proposals and cancel tender process without assigning any reason thereof.

Complete address for submission of Bid :

The Additional Commissioner of CT & GST,
CT & GST Territorial Range, Balasore.
Katchery Road, Balasore-756001.

m1126
30.6.2023
Additional Commissioner of CT & GST,
CT & GST Territorial Range, Balasore.

(Name & designation of the authority)

Memo No. 1439 /CT.,

Dt. 30.06.2023

Copy submitted to the Commissioner of CT & GST, Odisha, Cuttack for favour of kind information with reference to Head Office letter No. 14213/CT&GST., dt.28.10.2019.

m1116
30.6.2023

Addl. Commissioner of CT & GST,
CT & GST Territorial Range Head, Balasore.

Memo No. 1440 /CT.,

Dt. 30.06.2023

Copy submitted to the Addl. Commissioner of CT & GST (IT) , Odisha, Cuttack for favour of kind information. He is requested to upload the said tender call notice in the official website the CT & GST Department for wide publication.

m1116
30.6.2023

Addl. Commissioner of CT & GST,
CT & GST Territorial Range Head, Balasore.

Memo No. 1441 /CT.,

Dt. 30.06.2023

Copy forwarded to the Circle Heads, CT & GST Circle, Balasore/ Bhadrak/ Mayurbhanj (Baripada) for information with a request to display the Tender Call Notice in their respective office Notice Board for wide publication.

m1116
30.6.2023

Addl. Commissioner of CT & GST,
CT & GST Territorial Range Head, Balasore.

TENDER DOCUMENT

INDEX

Sl. No.	Section	Description	Page Number
1.	Section - I	Instructions to the Bidder	03 - 07
2.	Section - II	Scope of Work	08 - 10
3.	Section - III	Schedule of Requirement	11
4.	Section - IV	General Terms and Conditions	12 - 16
5.	Section - V	Technical Bid	16 - 22
6.	Section - VI	Financial Bid	23 - 24
7.	Section - VII	Bid Submission Checklist	25
8.	Section - VIII	Service Agreement and PBG Format	26 - 29

SECTION – I

INSTRUCTIONS TO THE BIDDER

A. General Information :

1. The CT & GST Territorial Range, Balasore requires the service of reputed, well established, financially sound and registered Service Provider to provide the services of the personnel for **House Keeping personnel (04 nos.)** and **Watch & Ward (01 no.)** on outsourcing basis through service providing agency to manage the day to day official work of the CT & GST Territorial Range, Balasore and CT & GST Circle, Balasore at Katchery Road, Balasore.
2. The period of contract for providing the aforesaid service will be 01 (one) 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 services to be performed before preparation and submission of their bid.
4. The requirements may increase/ decrease in any/ all the categories. The eligible bidders, those have the capability of providing both types of services as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Part bid will not be taken into consideration.
5. The various crucial dates relating to the above tender process are as under:

Bidding Schedule	Deadline
Date of Issue of Tender documents :	30.06.2023
Last Date for submission of Tender documents :	15.07.2023 (up to 5.00 P.M.)
Date and Time for opening of Technical Bid :	17.07.2023 at 11.00 A.M.
Date and Time for opening of Financial Bid of Qualified Bidder :	17.07.2023 at 3.00 P.M.
Expected date for commencement of the service :	01.08.2023

6. The technical bids will be opened on **17.07.2023 at 11.00 A.M.** in the office chamber of the Addl. Commissioner of CT & GST, CT & GST Territorial Range Head, Balasore at Katchery Road, Balasore in the presence of the authorised representative of the participating bidders (limited to one only) , if any, who wish to present at the meeting. The financial bid of only those bidders will be opened whose technical bids are found to be in order. The financial bids shall be opened on **17.07.2023 at 3.00 P.M.** at the same venue in the presence of the authorized representatives of the qualified bidders, who wish to attend the meeting. If the said tender opening date happens to be Govt. holiday/ 'Bandh' etc., the opening of the tenders shall be on the next working day as per the same time schedule.

7. The competent authority reserves the rights to reject any / all bids and cancel the tender process without assigning any reasons thereof.

Complete Address for submission of bid :

The Additional Commissioner of CT & GST,
CT & GST Territorial Range, Balasore.
Katchery Road, Balaore-756001.

B. Eligibility criteria :

Sl. No.	Eligibility Criteria	Documents to be furnished along with the Technical Bid
1.	The bidder should be registered under appropriate authority, such as; <ul style="list-style-type: none"> • Companies Act 1956 / 2013 • Indian Partnership Act 1932 • Indian Trusts Act 1882 • Societies Registration Act 1860. • Limited Liability Partnership Act 2008. 	Certificate of Incorporation/ Registration
2.	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/ Contract document/ completion certificate from the previous authorities.
3.	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/ Lease agreement of the rented premises).
4.	Must have an average annual financial turnover of 20.00 Lakh INR during the last 03 financial years (2019-20, 2020-21 & 2021-22) from the business related to manpower deployment services only.	Filled in FORM- T1 along with certified copies of audited Income / Expenditure statement and Balance sheet for the concerned period.
5.	Must have its own bank account in any scheduled bank situated in Odisha.	Copy of the bank pass book and transaction statement for the last 06 months from the date of issue of the tender.
6.	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority as on the date of this Request for Proposal.	An undertaking to this effect should be furnished by the bidder as per the prescribed format (FORM – T2).
7.	Must not have any pending judicial proceedings for any criminal offence against the proprietor/ Director/ Person to be deployed by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM – T3).

8.	Other statutory documents to be furnished as part of technical bid:	Copies of : <ul style="list-style-type: none"> • PAN card, • GST Registration Certificate., • EPF & ESI Registration Number, • IT Return for the last 03 assessment years of 2020-21, 2021-22 & 2022-23. • Valid License under PSARA (Private Security Agencies Regulation Act.2005). (In case of Security Services)
----	---	--

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will leads to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the tender requirements may result in outright rejection of the bid.

C. Submission of Bid :

The bid proposal complete in all respect as specified in the tender document must be accompanied with a non-refundable amount of **Rs.1000.00** (Rupees One Thousand) only in the form of **Demand Draft** in favour of “ **Addl. Commissioner of CT & GST, CT & GST Territorial Range, Balasore** ” towards **Bid Processing Fee** and an “**Earnest Money Deposit (EMD)** ” for an amount of **Rs.12,000.00** (Rupees Twelve Thousand) only, drawn in any scheduled commercial bank payable at **Balasore**, in favour of “ **Addl. Commissioner of CT & GST, CT & GST Territorial Range, Balasore**”, failing which the bid will be outrightly rejected. The bid should be submitted through **Speed Post/Registered Post/Courier** only so as to reach the authority by **15.07.2023** by **5.00 P.M.** as per the format at **FORM – T2** accepting that if the bidder withdraw or modify their bids during period of its validity, they will be suspended for a period of three years by the Authority.

The authority will not be responsible for any postal delay. Bids without **Bid Processing Fee** and **E.M.D.** shall be rejected. Bids submitted after due date will be summarily rejected and will not be taken into consideration. E.M.D. of unsuccessful bidders will be returned without interest after the award of Contract.

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 superscribing:

“TECHNICAL BID” : - “ TENDER FOR ENGAGEMENT OF PERSONNEL FOR HOUSE KEEPING and WATCH & WARD ON OUTSOURCING BASIS THROUGH SERVICE PROVIDER ”

and

“FINANCIAL BID” : - “ TENDER FOR ENGAGEMENT OF PERSONNEL FOR HOUSE KEEPING and WATCH & WARD ON OUTSOURCING BASIS THROUGH SERVICE PROVIDER ”

Both sealed envelopes must be kept in a third sealed envelope super scribing “TENDER FOR ENGAGEMENT OF PERSONNEL FOR HOUSE KEEPING and WATCH & WARD ON OUTSOURCING BASIS THROUGH SERVICE PROVIDER ”.

The successful bidder will have to deposit a “**Performance Security**” (@ 10% of the annual contract value) in the form of Bank Guarantee from any scheduled Bank in an acceptable form situated within Odisha, in favour of “ **Addl. Commissioner of CT & GST, CT & GST Territorial Range, Balasore** ” as per the format at Annexure-I (applicable for PBG only) for a period of three months beyond the entire 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 Security. The Performance Security shall be released immediately after three months of 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 Security. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the successful bidder as per the instructions of the authority.

D. List of Documents for Submission :

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

- a) Covering letter along with power of attorney on the bidder's letter head (FORM –T1).
- b) Demand Draft in support of Bid processing fee as applicable.
- c) Demand Draft in support of E.M.D. as applicable.
- d) Copy of Certificate of Incorporation/ Registration of the Service Provider firm / agency. Copy of GST Registration Certificate.
- e) Copy of PAN.
- f) Copies of IT Returns for the last 03 assessment years (i.e. 2019-20, 2020-21 & 2021-22).
- g) Copies of E.P.F. & E.S.I. Registration Number.
- h) Copy of valid license under PSARA Act, 2005(in case of Security Service).
- i) Copy Bank Account details.
- j) Copies of the Income/ Expenditure statements along with Balance Sheet for the last 03 years (i.e. 2019-20, 2020-21& 2021-22).
- k) Copies of the financial audited statements for the last 03 financial years (i.e. 2019-20, 2020-21& 2021-22).
- l) Copies of work orders from the previous clients for providing similar type of services during last 3 years.

- m) Undertaking regarding non-blacklisting (On stamp paper)/ Undertaking regarding non-blacklisting (On Stamp paper of Rs.10.00 in shape of affidavit from the Notary (FORM T-2).
- n) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) (FORM T-3).

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 in the bid documents 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 shall be opened on **17.07.2023** at **11.00 A.M.** 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 the same day at 3.00 P.M. in presence of the Bidders or their authorized representatives.

The E.M.D. 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 Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of **90 days** from the date of opening of the technical 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 tender inviting 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 fulfillment of the terms and conditions of the tender 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. In case of tie in the financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the manpower deployment service for the required period will be considered for award of contract.

The quoted rates shall not be less than the minimum monthly consolidated remuneration for outsourced personnel notified by the Govt. of Odisha, Finance Department 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 all personnel 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 accept or reject any or all the bids and terminate the bidding process without assigning any reason thereof.

Section - II

SCOPE OF THE WORK

A. HOUSE KEEPING SERVICES :

1. The CT & GST Territorial Range, Balasore invites sealed bids from the eligible bidders for providing House Keeping, Sweeping & Cleaning personnel at the office campus of CT & GST Territorial Range, Balasore and CT & GST Circle, Balasore located at Katchery Road, Balasore.
2. The broad scope of the work includes:
 - To ensure keeping up of interior furnishing of rooms and ancillary rooms.
 - To ensure cleaning of rooms and toilets of the premises.
 - To ensure cleaning of towels and napkins once in every week.
3. Proper registers/records for the jobs carried out daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the Service Provider and will be counter-signed by the Officer-in-Charge at regular intervals and finally at the end of each month.
4. To ensure maintenance of office interiors and furniture, fixtures and other decorative items.
5. Cleaning, sweeping, mopping and wiping of floors, staircase with phenyl, on daily basis or as required by Officer-in-Charge. Cleaning activity shall start in the morning at 7.00 A.M (in day office) and 5.00 A.M. (in morning office) so as to complete all the dusting/ cleaning/ mopping work before 9.00 A.M. & 7.00A.M respectively.
6. Thorough cleaning of all toilets using required detergents by putting naphthalene balls and air purifier in all urinals, wash basins.
7. Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon & 3.30 P.M during day office and 7.30 A.M, 10.30 A.M. & 12.30 P.M. during morning office) with phenyl and detergent etc. and maintain the toilet floors dry during office hours. Cleaning of windows and window slits of all toilets to be done regularly. Wash basins, urinals are to be cleaned with suitable detergents. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the Service Provider regularly to ensure continuous availability of these materials in requisite containers. A duty chart must be maintained by the Service Provider which shall contain the regular attendance of the personnel engaged in cleaning works.
8. Cleaning of attached toilets with phenyl, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. Naphthalene balls air purifier; toilet rolls/paper rolls and liquid soap are to be provided by the Service Provider regularly to ensure continuous availability of these materials in requisite containers.
9. Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filing Almirah, cabinets, glass panes,

computers etc. with dry/wet duster and or with suitable cleaning equipment, mopping of floors with phenyl.

10. Collection of waste paper from rooms, waste paper baskets, lobbies and putting in bags at the specified location daily at 9.00 A.M. in day office and at 6.00 A.M. in morning office.
11. Cleaning of chockage in sewer and pumping lines, drainage and manholes within the office premises as and when required.
12. Cleaning gulley trap and manholes within and surrounding of premises as and when required.
13. Cleaning/ removal of any type of stains of ink etc. from the building premises and staircases.
14. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
15. Remoyal of beehives and cobwebs/honey webs from the office building and its premises and cleaning and sweeping of open area including balconies and roof tops.
16. The Service Provider shall also be responsible for pest control in the office and shall carry out the adequate measures minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Rats, Mosquitoes, Cockroach, crawling insects in rooms etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
17. The Service Provider should possess or procure required safety gadgets and other material for smooth services.

B. SECURITY SERVICES (Watch & Ward) :

1. The CT & GST Territorial Range, Balasore invites sealed bids from the eligible bidders for providing the security service at the office campus of CT & GST Territorial Range, Balasore and CT & GST Circle, Balasore located at Katchery Road, Balasore.
2. The man power for the security services shall be round the clock. However, the deployment of the security personnel may be varied with respect to the scope of the service, which can be increased / decreased as per the requirement of the Authority.
3. The Service Provider shall ensure that the security personnel deputed are as per the scope of the work, physically and mentally healthy and not more than 35 years of age or less than 21 years of age.
4. The full particulars of the personnel to be deployed by the Service Provider including their names and addresses shall be furnished along with testimonials before they are actually deployed for the job.

5. Visitors shall be regulated as per the direction of the Authority and procedure and records thereof shall be maintained as stipulated therein.
6. A senior level representative of the Service Provider shall visit the Office premises at least once a week and review the service performance of its personnel. During the weekly visit, Service Provider's representative will also meet the representative of the Authority dealing with service under the contract for mutual feedback regarding the work performed and removal of deficiencies, if any, observed in their working.
7. The incidental expenses towards shoes, socks, caps, torch stick, umbrella and raincoat etc. shall be borne / supplied by the Service Provider at its own cost.
8. The day to day functioning of the services shall be carried out in consultation with and under direction of the Authority. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the Service Provider with the approval of the Authority.
9. Any loss caused to the Authority due to the lapse on the part of the security personnel discharging responsibilities, will be borne by the Service Provider and in this connection, the Authority shall have the right to deduct appropriate amount from the bill of the Service Provider to make good such loss besides imposition of penalty. In case of frequent lapses on part of the security 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.
10. The Service Provider shall ensure that any replacement of the personnel as required by the Authority for any reason specified or otherwise, shall be effected promptly without any additional cost to the Authority. If the Service Provider wishes to replace any of the personnel, the same shall be done with prior intimation to the Authority at the Service Provider's cost.

(Prescribed Qualification & Experience of the Manpower)

Sl. No.	Manpower	Age limit	Qualification & Work experience	Remuneration (Minimum Take Home Remuneration)	Job description
1.	House Keeping (04 nos.)	21 to 35 year	10 th Pass. 3 years experience in a Regd. Service Providing Agency. He should read, write and speak Odia and English.	As per the Notification of the Govt. from time to time.	As mentioned in Section-II of the Tender Notice.
2.	Watch & Ward (01 no.)		7 th Pass. 3 years experience in a Regd. Service Providing Agency.		

SECTION – III

Schedule of Requirement :

Tentative requirement of Manpower to be deployed for the proposed services given here as under:

(To be filled up by the Tender Inviting Authority)

Sl. No.	Description	Requirement
01.	House Keeping personnel	04 nos.
02.	Watch & Ward personnel	01 no.

(**N.B.** : *All the scopes are tentative and can be modified as per the requirement of the tender inviting authority*).

N.B.: It may be noted that the requirement given above is tentative only. Actual requirement may vary depending upon further requirement / availability of fund etc.

SECTION – IV

GENERAL TERMS AND CONDITIONS

1. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of outsource manpower. The manpower deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Client under this agreement. The Service Provider shall make them known about their position in writing before deployment under this agreement.
2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Manpower to be deployed by the Service Provider should be above 21 years of age and not exceeding 35 years and physically sound to perform the duties.
3. The Service Provider will be overall responsible for the manpower deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any manpower deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
4. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with their 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.
5. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as wages, allowances, EPF & ESI etc. relating to the manpower to be deployed by it at the Client's location.
6. 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.
7. The Service Provider shall maintain personal file in respect of all the manpower who are deployed in the aforementioned offices. 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.
8. The manpower to be deployed by the Service Provider should not have any adverse police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the Service Provider prior to signing of the agreement.
9. 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 that are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service Provider shall provide uniform along with Photo ID Card to the manpower deployed at the location at its own cost.

11. The Authority shall not be liable for any compensation in case of any fatal injury/ death caused to any manpower while performing/ discharging their duties/ for inspection or otherwise.
12. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
13. In case of any loss caused to the Authority due to lapse on the part of the manpower 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 manpower 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 observing due procedure.
14. 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 manpower leaves the job for any reason, the Service Provider is liable to provide the suitable replacement within 3 working days.
15. 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.
16. There would be no increase in rates payable to the Service Provider during the contract period. The Service Provider will be responsible for deposit of GST as applicable from time to time and submit the proof of deposit to authority for records.
17. The Service Provider shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
18. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the manpower deployed and submit the same to the authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
19. 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.
20. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of the Addl. Commissioner of CT & GST, CT & GST Territorial Range, Balasore.
21. 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 **30 days** prior notice to the Service Provider.
22. The Service Provider should ensure that manpower to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
23. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

24. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
25. All disputes shall be under the jurisdiction of the court at **Balasore, Odisha**.
26. The agreement can be terminated by either party by giving 30 days' 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.
27. 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.
28. The manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Any type of mis-representation of documents/ information, leads to termination of agreement.
29. The agreement can be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Addl. Commissioner of CT & GST, CT & GST Territorial Range, Balasore.
30. In case, any deployed manpower 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.
31. 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.
32. The attendance rolls for the manpower deployed by the Service Provider at the premises of client shall be provided and shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Service Provider who shall get it verified from the designated officer of client.
33. The entire financial liability in respect of manpower deployed in the client's location shall be that of the Service Provider and the client will in no way be liable for the same. It will be the responsibility of the Service Provider to pay to the manpower deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
34. The Service Provider shall provide a substitute well in advance if there occurs any probability of the manpower 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 Service Provider.
35. The manpower 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 manpower deployed liable for penal action under the applicable laws besides, action for breach of contract.

36. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the manpower deployed at the client's location. The Service Provider should ensure regular payment of monthly remuneration to the manpower engaged by 10th of the succeeding month after deduction of applicable statutory dues. The Service Provider should credit the monthly remuneration in their respective Bank Account. The Service Provider shall ensure the payment made to the personnel deployed every month before producing the monthly bills to Heads of Offices of the CT & GST Territorial Range, Balasore & CT & GST Circle, Balasore.
37. The engagement of outsourced manpower shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced manpower hired through them. Any outsourced manpower deployed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.
38. 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.
39. 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.
40. The tax deduction at source (TDS) shall be done as per the provisions of Income Tax as well as GST Act/ Rules, amended, from time to time and a certificate to this effect shall be provide by the Department or office concerned.
** (Registration / License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to security Service Provider employing more than 20 work man).*
41. 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.
42. The aforesaid requirement is tentative which may increase or decrease basing on the official requirement.

SECTION - V

TECHNICAL BID

(FORM T-1)

COVERING LETTER

[ON BIDDER'S LETTER HEAD]

Place :

To,

Date :

**The Additional Commissioner of CT & GST,
CT & GST Territorial Range, Balasore,
Finance Department, Govt. of Odisha, Balasore - 756001.**

Sub. : **TENDER FOR ENGAGEMENT OF PERSONNEL FOR HOUSE KEEPING (04 nos.) and WATCH & WARD (01 no.) THOROUGH SERVICE PROVIDER ON OUTSOURCING BASIS IN THE CT & GST TERRITORIAL RANGE, BALASORE and CT & GST CIRCLE, BALASORE (TECHNICAL BID).**

Sir,

I, the undersigned, offer to participate in the tender for providing the services of 04 House Keeping Personnel and 01 personnel for Watch & Ward on outsourcing basis through service providing agency in the CT & GST Territorial Range, Balasore & CT & GST Circle, Balasore in accordance with your Tender Notice No. _____, Dated. _____. We are hereby submitting our bid, which includes technical proposal and financial proposal sealed in separate envelope.

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 be remain binding upon us and may be accepted by you any time before the validity of the bid.

I, hereby unconditionally undertake to accept that all the terms and conditions as stipulated in the tender 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.

I, remain

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

GENERAL DETAILS OF THE BIDDER (Form- T1)

1.	Name of the firm/ agency of the Bidder :	
2.	Name of the Proprietor/ Partner/ Director :	
3.	Bid Processing Fee Details :	D.D. No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4.	Earnest Money Deposit (EMD)Details :	D.D. No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
5.	Full Address of Registered Office :	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
6.	Name & telephone no. of the authorized person signing the Bid	Name:
		Mobile No.:
7.	Bank Account details of the Service Provider	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GST Registration certificate No. (Attach self-attested	
10.	E.P.F. Registration No. (Attach self-attested copy)	
11.	E.S.I. Registration No. (Attach self-attested copy)	
12.	PSARA Licence No. & Valid upto : (applicable in case of	

	Security services)	
13.	Accept to all the terms and conditions of the tender (Yes/No)	
14.	Power of Attorney / Authorization letter for signing of the bid :	
15.	Submission of Undertaking towards no criminal case is pending with the police at the time of submission of Bid :	
16.	Kindly mention the total number of pages in the tender document :	

17. Financial Turnover of the Bidder for the last 03 financial years (*).

Financial Years	Financial Turn Over from Manpower Deployment Service(In INR) (Lakh)	Average Turnover in INR (Lakh)
2019-20		
2020-21		
2021-22		

18. Details of the similar type of service provided by the bidder during the last 3 years.

(Attach separate sheet, if required)

Sl. No.	Period	Name of Client with complete address & Telephone No.	Type of services provided with details of the manpower deployed.	Contract Amount (in INR) (Lakh)	Duration	
					From	To

19. DECLARATION

I, Shri _____ Son/ Daughter/Wife of
Shri. _____, Proprietor/ Partner/
Director/authorized signatory of _____ (Name of the
Service Provider), competent to sign this declaration and execute this tender document;

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

The information/ 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 the Authorised Representative with Seal

Name:

Date:

Place:

Enclosures:

1. *Bid Processing Fee in the form of Demand Draft in Original.*
2. *E.M.D. in the form of Demand Draft in original.*
3. *Copy of terms & conditions of the tender (each page must be signed and sealed)*
4. *Duly filled in Technical.*
5. *Duly filled in Financial Bid.*
6. *Lists of required documents as applicable*

FORM-T2

UNDERTAKING

[On the Stamp Paper of Rs. 10.00 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:

FORM-T3
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 organisation or against the Proprietor/Director/Persons to be deployed by our organisation.

I/we further certify that Proprietor/Director/Persons to be deployed by our organisation have not been convicted of any offence in any Court in Odisha / 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. "**Least Cost Selection Method**" will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the "***Lowest and competitive evaluated bid price***," subject to fulfillment of the terms and conditions of the tender. 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. ***In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required manpower deployment services for the concerned period among all technically qualified bids, will be considered for award of contract.***

SECTION – VI

FINANCIAL BID

Place :

Date :

(FORM – F1)

COVERING LETTER

[ON BIDDER'S LETTER HEAD]

To,

**The Additional Commissioner of CT & GST,
CT & GST Territorial Range, Balasore, Finance
Department, Govt. of Odisha, Balasore – 756001.**

Sub. : **TENDER FOR ENGAGEMENT OF PERSONNEL FOR HOUSE KEEPING (04 nos.) and WATCH & WARD (01 no.) THOROUGH SERVICE PROVIDER ON OUTSOURCING BASIS IN THE CT & GST TERRITORIAL RANGE, BALASORE & CT & GST CIRCLE, BALASORE (FINANCIAL BID).**

Sir,

I, the undersigned, offer to provide the services of 04 nos. of House Keeping Personnel and 01 personnel for Watch & Ward on outsourcing basis through service providing agency in the CT & GST Territorial Range, Balasore & CT & GST Circle, Balasore in accordance with your Tender Notice No. _____, Dated. _____. Our attached financial price is ***[Insert amount in figure as well as in word _____]*** for the proposed service. This amount is inclusive of GST as applicable. 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 modification 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.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory

**Name and Designation of the Signatory with Date and Seal:
Address of the Bidder:**

FINANCIAL BID

(FORM – F1)

(Administrative Charge)

Manpower Details :

Sl. No.	Category of Manpower	Monthly rate per manpower in INR.						
		* Minimum Remuneration as per F.D.O.M. No. 30722/F, Dated: 06.11.2021 (INR) per Month	Service charges @..... % of col. 3	EPF (@ 13.00 % of col. 3)	ESI (@ 3.25% of col. 3)	Total (col. 3+4+5+6)	GST @ 18% of Total (col. 7)	Total Administrative charges per month in INR per personnel (col. 7+8)
1	2	3	4	5	6	7	8	9
1.	House Keeping Personnel	10,100.00						
2.	Watch & Ward Personnel	10,100.00						

- ❖ *Bidder with lowest evaluated competitive administrative charge (inclusive of GST) for the required services will be awarded contract.*

- ❖ *The bidders will have to quote their “Service Charges” as per the prescribed percentage mentioned at Column No. 4.*

- ❖ *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. In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required manpower deployment services for the concerned period among all technically qualified bids, will be considered for award of contract.*

- ❖ *The employee share of contribution towards EPF and ESI shall be deducted by the Service Provider from the take home remuneration of the manpower deployed. Copies of EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.*

Place :

Date :

Signature of the Authorised Signatory/ Representative with

Seal

SECTION – VII
BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes / No)	Page No.
TECHNICAL BID (ORIGINAL)			
1.	Covering Letter in Bidders Letter Head and General Details of the Bidder (Form- T1) :		
2.	Bid Processing Fee :		
3.	Earnest Money Deposit (EMD) :		
4.	Copy of Incorporation / Registration Certificate of the Bidder :		
5.	Copy of PAN :		
6.	Copy of GST Registration Certificate :		
7.	Copies of ITR for the last 03 assessment years (2019-20, 2020-21 & 2021-22) :		
8.	Copy of Valid EPF & ESI Certificate :		
9.	Copy of valid PSARA (in case of Security Services)/ Labour License :		
10.	TECHNICAL BID duly filled in (Covering Letter, Form-T1, T2 & T3) :		
11.	Financial details of the bidder along with all supportive documents such as copies of Income/ Expenditure Statement and Audited Balance Sheet for the last 03 years (2019-20, 2020-21 & 2021-22) :		
12.	Power of Attorney in favour of the person signing the bid on behalf of the bidder :		
13.	List of completed/ on-going services of similar nature (Past Experience Details) along with the copies of work orders for the respective services from the authorities :		
14.	Undertaking for not having been black-listed by any Central/ StateGovt./ any Autonomous bodies during the recent past. (FORM – T2) :		
15.	Undertaking for not having any Judicial proceedings for any criminal offences against the bidder (FORM – T3) :		
FINANCIAL BID (ORIGINAL)			
1	FINANCIAL BID (Covering Letter) :		
2	Duly Filled in Financial Bid (in FORM- F1 with Administrative Charge) :		

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 have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name & Designation with Date & Seal : _____

SECTION – VIII

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, _____ 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, 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:

Appendix A: General Terms & Conditions of Agreement;

Appendix B: Scope of Work;

Appendix C: Contract/ Agreement Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Contract/Agreement, 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 the services by the Service Provider shall be issued by an officer authorized by the Authority and in consideration of the Certificate of the satisfactory performance of Service 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 services performed by the Service Provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days from the signing of the contract/ agreement.

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

4. Now this agreement witness 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 to be engaged in the CT & GST Territorial Range, Balasore & CT & GST Circle, Balasore located at Katchery Road, Balasore in conformity with the provisions of the terms and conditions of the contract/ agreement.
- b) That the "Authority" hereby further agrees to pay the "Service Provider" the contract/ agreement price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this contract/ agreement 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/ agreement.
- e) That this agreement is valid up to _____.

*For and on behalf of [Addl. Commissioner of CT & GST.
CT & GST Territorial Range, Balasore]*

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 (PBG)

To

**The Addl. Commissioner of CT & GST,
CT & GST Territorial Range,
Katchery Road, Balasore – 756001.**

WHEREAS.....(Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Contract/ Agreement No., dated. to undertake the service to provide House Keeping and Watch & Ward personnel on outsourcing basis (description of the services) (herein after called "the Contract/ Agreement").

AND WHEREAS it has been stipulated by the Addl. Commissioner of CT & GST, CT & GST Territorial Range, Balasore (Name of the Authority) in the said contract/ agreement 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/ agreement;

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 Agreement 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/agreement to be performed there under or of any of the contract/agreement 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