

# OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES, ODISHA, CUTTACK

## Tender Call Notice

Sealed tenders are invited from interested registered Organization / Agency for providing sweeping and cleaning services to the office of the Commissioner of Commercial Taxes, Odisha, Baniyakar Bhawan, Cuttack. The application form of tender containing detailed information, Technical Bid, Financial Bid, Terms and Conditions can either be obtained from the Office of the Commissioner of Commercial Taxes, Odisha, Cuttack on payment of ₹200/- + VAT (as applicable) from ***Dt.09.12.2013 to Dt.18.12.2013*** between ***11 A.M. to 4.00 P.M.*** or downloaded from the website of Commercial Tax Department <https://odishatax.gov.in> from ***Dt.09.12.2013 to Dt.18.12.2013***. In case the application form is downloaded from the website, the applicant shall furnish a Demand Draft for an amount ₹200/- + VAT (as applicable) towards the cost of application along with the application. The last date and time for submission of tender documents is ***18.12.2013 by 2.00 P.M.***

**Addl. Commissioner of Commercial Taxes  
(Administration)**

**OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES,**  
**ODISHA, CUTTACK.**

**TENDER DOCUMENT**

**For Providing Daily Sweeping and Cleaning services with materials to  
the office of the Commissioner of Commercial Taxes, Odisha,  
Baniyakar Bhawan, Old Secretariat Campus, Cuttack.**

- (a)** Period of issue of Tender Documents : 09.12.2013 to 18.12.2013.
- (b)** Date and Time for submission of Tender Documents : 18.12.2013 by 2.00 P.M.
- (c)** Date and Time for opening of
- (i) Technical Bids : 18.12.2013 at 3.00 P.M.
  - (ii) Financial Bids of eligibility Bidders : 18.12.2013 at 4.00 P.M.
- (d)** Likely date for commencement of contract : 01.01.2014.

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## **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR SERVICE PROVIDER**

1. Sealed tenders are invited from the registered Organization / Agency for providing daily sweeping and cleaning services with tools and materials to the office of the Commissioner of Commercial Taxes, Odisha, Cuttack at “Baniyakar Bhawan”, Old Secretariat Campus, Cuttack and its surrounding premises in all respect. The scope of work shall be as follows:

The Service Providing Agency shall be required to deploy 8 sweeping and cleaning personnel with 1 supervisor for executing the following work -

- a) Sweeping of the office campus should be completed before 09.00 A.M.
  - b) Sweeping and cleaning of floor of the office building (from ground floor to 5<sup>th</sup> floor) to be completed before 09.00 A.M.
  - c) Sweeping and cleaning of toilets and bathrooms thrice a day to be completed before 9.30 A.M, 2.00 P.M and 4.00 P.M.
  - d) Cleaning of drain daily and cleaning of pipe lines as and when choked.
  - e) The tools and tackles and the cleaning materials shall be supplied by the service provider at their own cost and the cleaning materials must be of approved specification.
  - f) The wild grass from the pathways around the building shall also be cleaned by way of uprooting once in a month.
2. The contract for providing the aforesaid daily sweeping and cleaning services with tools and materials is likely to commence from 01.01.2014 and would continue till 31.12.2014. The period of the contract may be further extended beyond 31.12.2014 basing on the performance of the Service Provider or may be curtailed / terminated before 31.12.2014 owing to deficiency in service or substandard quality of materials provided by the selected Service Provider. The Commissioner of Commercial taxes (O), however, reserves the right to terminate the contract at any time after giving one month's notice to the selected Service Provider.
  3. The estimated cost of the contract is ` 6,00,000/- approximately per annum.

4. The interested Service Providers may submit the Tender document complete in all respects along with Earnest Money Deposit (EMD) of `10,000/- and other requisite documents on 18.12.2013 by 2.00 P.M. at the office of the Commissioner of Commercial Tax, Odisha , Baniyakar Bhawan, Old Secretariat Campus, Cuttack.
5. The Tender has been invited under two bid system i.e **Technical Bid and Financial Bid**. The interested agencies are required to submit two separate sealed envelopes super scribing “**Technical Bid for providing sweeping and cleaning services**” and “**Financial Bid for providing sweeping and cleaning services**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for sweeping and cleaning services with materials to the office of the Commissioner of Commercial Taxes, Odisha, Baniyakar Bhawan, Cuttack**” and addressed to the Addl. Commissioner of Commercial Taxes (Administration), Office of the Commissioner of Commercial Taxes, Cuttack.
6. Sealed tenders shall be received during the office hours only and tenders received after the stipulated date and time will not be accepted.
7. The Technical Bid in the prescribed format shall accompanied by the Earnest Money Deposit (EMD) of `10,000/- (Rupees Ten Thousand) only (refundable without interest) in the form of Demand Draft/Pay Order drawn in favour of the Commissioner of Commercial Taxes, Odisha, Cuttack **failing which the tender shall be rejected summarily.**
8. The successful bidder will have to deposit Performance Security Deposit equal to 10% of the Annual Contract value in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Addl. Commissioner of Commercial Taxes, Administration covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.
9. The Security Deposit shall be forfeited, if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.

- 10.**In case of any loss that might be caused to the Commercial Tax Organization due to lapses on the part of the sweeping personnel discharging responsibilities, such loss will be borne by the Agency/Organization/Company and in this connection, the Commissioner of Commercial Taxes (O) shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the Commercial Tax Organization besides imposition of penalty. In case of frequent lapses on the part of the sweeping personnel deployed by the contractor, C.C.T. (Odisha) shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. The amount of loss and penalty will be assessed by the competent authority of the office of the Commissioner of Commercial Taxes.
- 11.**In the event of any sweeping personnel being on leave /absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to the Addl. Commissioner of Commercial Taxes (Administration).
- 12.**If the sweeping personnel deployed by the agency are found absent from duty or found engaged in irregular activities, the Addl. C.C.T. (Administration) shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- 13.**The Agency / Organization shall also maintain the daily attendance record of the sweeping personnel deployed by it showing their arrival and departure time and shall submit an attested photocopy of the attendance record to the Addl. C.C.T (Administration) alongwith the monthly bill.
- 14.**The agreed amount shall be paid on production of monthly bill and no other charges of any kind shall be payable.
- 15.**After the payment of bill amount for the 1<sup>st</sup> month following the execution of contract, the Agency/ Organization shall have to produce the proof of deposit of E.P.F, E.S.I and Service Tax along with the bill for the subsequent months. On failure to do so, payment on account of the aforesaid statutory dues shall be

withheld. The withheld amount shall be released only after production of proof of payment made earlier on the aforesaid account.

**16.** Some important dates relating to the tender for “**Daily Sweeping and Cleaning services with materials to the office of the Commissioner of Commercial Taxes, Odisha Banijyakar Bhawan, Old Secretariat Campus, Cuttack**” are as follows:

Period of issue of Tender Documents : 09.12.2013 to 18.12.2013.

Date and Time for submission of Tender documents : 18.12.2013 by 2.00 P.M.

Date and Time for opening of

(i) Technical Bids : 18.12.2013 at 3.00 P.M.

(ii) Financial Bids of eligibility Bidders : 18.12.2013 at 4.00 P.M.

Likely date for commencement of contract : 01.01.2014.

**17.** The bidders are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Government/Central Government) along with the Technical Bid, **failing which their bids shall be summarily / out rightly rejected and will not be considered any further :**

- a) Registration certificate of the applicant organization;
- b) Copy of PAN / GIR card;
- c) Copy of the IT return filed for the last three financial years;
- d) Copies of EPF and ESI certificates;
- e) Copy of the Service Tax registration certificates;
- f) Certified extracts of the Bank Account containing transactions during last three years.
- g) Certificate/ Testimonials on the past performance of three years.
- h) Certificate, if any, relating to exemption u/s 16(2) of the EPF Act.
- i) Declaration that no criminal case is pending against the Organization / Agency at present.

**18. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.**

19. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached, **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
20. The Commissioner of Commercial Taxes, Odisha reserves the right to cancel / reject the tender or any part of the tender without assigning any reason thereof.
21. The application form of tender containing detailed information, Technical Bid, Financial Bid, Terms and Conditions can either be obtained from the Office of the Commissioner of Commercial Taxes, Odisha, Cuttack on payment of `200/- + VAT as applicable from ***Dt.09.12.2013 to 18.12.2013*** between ***11 A.M. to 4.00 P.M.*** or downloaded from the website of Commercial Tax Department <https://odishatax.gov.in> from ***Dt.09.12.2013 to Dt.18.12.2013***. In case the application form is downloaded from the website, the applicant shall furnish a Demand Draft for an amount `200/- + VAT as applicable towards the cost of Tender Paper along with the application.
22. The tender papers duly filled in and sealed shall be dropped in the “**Tender Box**” placed in the 1<sup>st</sup> floor of the office of the Commissioner of Commercial Taxes, Odisha, Cuttack on or before 18.12.2013 by 02.00 P.M.
23. The sealed tender papers shall be opened on 18.12.2013 at 03.00 P.M. in presence of the bidders. The technical bid will be opened first and only those bidders who qualify in the Technical bid would be considered for the Financial Bids. The financial bid will be opened at 04.00 P.M. on the same day.
24. Only one authorized representative of each bidder would be allowed to participate in the opening of the tender. The office shall not be responsible for the absence of any bidder during opening time of tenders.
25. The intending bidders may visit “Baniyakar Bhawan” at Old Secretariat premises on any working day to visit the area to be swept / cleaned before submission of the tender paper.



## **TECHNICAL REQUIREMENTS FOR THE SERVICE PROVIDER**

The service provider should fulfill the following Technical Specifications:-

- 1) The registered office or one of the branch offices of the Service provider should be located within Cuttack.
- 2) The Service provider should be registered with the following registration authorities. -
  - Income Tax Department,
  - Central Board of Excise and Customs,
  - Employees Provident Fund,
  - Employees State Insurance Acts.
- 3) The Service provider should have its own Bank Account.
- 4) The Service provider should have a minimum of three years' experience in carrying out sweeping and cleaning work in the Government / Public Sector Companies / Banks with minimum contract value of ` 3.00 Lakh per annum.
- 5) The Service provider should not be black listed by the Government of Odisha.
- 6) The sweeping and cleaning personnel to be engaged by the Service Provider should be above 18 years and below 50 years of age and also should be physically fit for the duties. They should bear good conduct without any criminal antecedents.

## TECHNICAL BID

**For Providing Daily Sweeping and Cleaning services with materials to the office of the Commissioner of Commercial Taxes, Odisha, Banijyakar Bhawan, Old Secretariat Campus, Cuttack.**

*[To be furnished in a sealed cover]*

1. Name of the Tendering Company / Organization / Agency:-
2. Name(s) of the Proprietor/ Partner/ Director(s) of the Organization/ Company:-
3. Full address of the Company / Organization / Agency with Telephone Nos. / e-mail: -
4. Full address of operating / branch office of the Company / Organization / Agency with Telephone Nos. / e-mail: -
5. Name & telephone no. of the authorized officer / person to liaise / contact with:-
6. Status of the organization whether Proprietorship/ Partnership/ Pvt. Ltd. etc. (Copy of the partnership deeds or other relevant documents should be enclosed).
7. (a) Details of the Earnest Money Deposit: - D.D No. \_\_\_\_\_ Date \_\_\_\_\_ of ` \_\_\_\_\_ drawn on bank \_\_\_\_\_.  
(b) Details of Application / Tender fee D.D No. \_\_\_\_\_ Date \_\_\_\_\_ of ` \_\_\_\_\_ drawn on bank \_\_\_\_\_ or Money Receipt No. \_\_\_\_\_ Date \_\_\_\_\_ of ` \_\_\_\_\_
8. PAN / GIR No. (attach attested copy):-
9. Copies of the Income Tax return filed for the last three financial years:-
10. Service Tax Registration Number (attach attested copy):-
11. Valid Registration No. under Employees Provident Fund Act (Attested copy to be enclosed).
12. Valid Registration of Employees State Insurance Act (Attested copy to be enclosed).
13. License issued under contract Labour (Regulation and Abolition) Act, (if applicable enclose attested copy):-
14. Give details of the major similar contracts handled by the tendering Service Provider during the last three years in the following format.-  
(if the space provided is insufficient, a separate sheet may be attached)  
(Also attach evidence of providing service)

| Sl. No. | Name of client, address telephone & FAX No. | Amount of contract (Rupees in Lakh) | Duration of contract |    |
|---------|---|-------------------------------------|----------------------|----|
|         |   |                                     | From                 | To |
|         |   |                                     |                      |    |

15. Whether the agency has any exemption U/s. 16(2) of the E.P.F Act.
16. Declaration that no criminal case is pending against the Company/ Organization/ Agency at present.
17. Financial Turnover as reported in the Annual Statements of Accounts of the tendering **Service Provider** for the last 3 financial years as certified by a Chartered Accountant.

| <b>Financial Year</b> | <b>Amount (Rupees in Lakh)</b> | <b>Remarks, if any</b> |
|-----------------------|--------------------------------|------------------------|
| 2010-11               |                                |                        |
| 2011-12               |                                |                        |
| 2012-13               |                                |                        |

18. Name of the Bank / Branch and bank account number (attach certified copy of statement of A/c for the last three years):-
19. Additional information, if any (attach separate sheet, if required):-

**Signature of the Bidder**

**Date:-**

**Name:**

**Place:-**

**Seal:**

## **DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor / Director / Authorized Signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Signature of the authorized person**

Date:

Full Name:

Place:

Seal:

## FINANCIAL BID

**(In sealed Cover-II super scribed "Financial Bid")**

1. Name of tendering Sweeping and Cleaning Service Provider:
- 2.

| Sl. No. | *Rate for sweeping and cleaning per month with manpower & materials | Monthly Rate per person   |       |                                      |             |                 |                  |
|---------|---|---------------------------|-------|--------------------------------------|-------------|-----------------|------------------|
|         |   | ** Take home remuneration | E.P.F | E.S.I & other statutory dues, if any | Service Tax | Service charges | Total per person |
| 1       | 2   | 3                         | 4     | 5                                    | 6           | 7               | 8                |

\* Rate quoted under column 2 shall be evaluated which shall be the all inclusive monthly charge to be paid to the successful bidder for undertaking the proposed sweeping and cleaning work including the cost of tools and tackles and cleaning materials by deploying 8+1 cleaning personnel.

\*\* The remuneration should not be less than the wages decided by the Government.

**Signature of the Bidder**

Place:

Full Name:

Date:

Seal:

## **TERMS AND CONDITIONS**

### **General:**

1. The Agreement shall commence from 01.01.2014 and shall continue till 31.12.2014 unless it is curtailed or terminated by the authority owing to deficiency or service, sub-standard quality or service provided, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 31.12.2014 unless extended further by the mutual consent of the Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions /deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Department at present requires services of 9 sweeping and cleaning personnel. The requirement of the Department may further increase or decrease marginally. During the period of contract also and the tenderer would have to provide additional services, if required, on the same terms and conditions.
6. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 1 month's notice to the Service Provider.
8. The Service Providing Agency shall be required to deploy 8 sweeping and cleaning personnel with 1 supervisor for executing the following work -
  - a) Sweeping of the office campus should be completed before 09.00 A.M.

- b) Sweeping and cleaning of floor of the office building (from ground floor to 5<sup>th</sup> floor) to be completed before 09.00 A.M.
  - c) Sweeping and cleaning of toilets and bathrooms thrice a day to be completed before 9.30 A.M, 2.00 P.M and 4.00 P.M.
  - d) Cleaning of drain daily and cleaning of pipe lines as and when choked.
  - e) The tools and tackles and the cleaning materials shall be supplied by the service provider at their own cost and the cleaning materials must be of approved specification.
  - f) The wild grass from the pathways around the building shall also be cleaned by way of uprooting once in a month.
- 9.** The Service Provider will deploy minimum 9 nos. of sweeping personnel which includes sweeper for cleaning of toilets, urinals etc. and one supervisor having experience of cleaning, sweeping and up keeping of multistoried building to supervise the work of cleaning personnel.
- 10.** The Service Provider should carry out the work in the Banijyakar Bhawan as per the following specification:-
- a. The cleaners / sweepers shall leave the office premises after 5.30 P.M with intimation to the charge officer.
  - b. All the workers engaged by the organization in the Banijyakar Bhawan shall wear the uniform, which will be finalized in consultation with the Authority.
  - c. All staff of the organization shall bear photo identity card issued by 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 Banijyakar Bhawan Property due to mishandling and carelessness of the Service Provider or his workmen will be recoverable from the Service Provider's bill.
  - f. Service Provider should depute a qualified and dedicated person to supervise the work as undertaken.

- 11.** If the Service Provider does not attend to the above stated work on any day, he shall be penalized with ₹ 1000/- per day and he shall not be paid the dues for that day.
- 12.** For the purpose of sweeping and cleaning of all necessary articles, the service provider will use good quality tools and cleaning materials as specified below:-
- a. All toilets, urinals pans, wash basin are to be cleaned and sanitized using “Harpic” twice a day.
  - b. 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 I.T hardware’s are to be cleaned daily and safely by “Colin” once in a week i.e on the 1st working day of the week. The cub webs etc. from the roofs and walls must be cleaned once in a month which includes out surface of the rooms.
  - c. The toilets should be maintained extremely sanitised every day, so that there shall not be any foul smell coming from this.
  - d. The lift and staircase railing shall be cleaned up every day neatly and by using “Cif” once in a week.
  - e. Mopping of the Floor area shall be done by using “Nimyle/Lizol” (Floor Swipe cum Deodorizer and Sanitizer) once a day before 10 A.M.
  - f. Bleaching powder should be sprinkled in open drain once a week.
  - g. Ground floor and open floors should be cleaned with liquid soap / detergent powder once a week.
- 13.** The entire financial liability in respect of manpower deployed for sweeping and cleaning services by the service provider shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
- 14.** For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of the manpower so deployed.



The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

- 15.** The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.
- 16.** The Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 17.** The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- 18.** In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 19.** The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
- 20.** The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 21.** The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

22. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
23. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Service Provider shall be responsible for any Act on indiscipline on the part of the persons deployed.

**LEGAL:**

24. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
25. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
26. 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. After the payment of bill amount for the 1st month following the execution of contract, the Service Provider shall have to produce the proof of deposit of E.P.F, E.S.I and Service Tax along with the bill for the subsequent months.
27. 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.
28. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

- 29.** 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.
- 30.** 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 unpaid bills or adjusted from the Performance Security Deposit.

**FINANCIAL:**

- 31.** The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, ₹ 10,000/- in the form of Demand Draft / Pay Order drawn in favour of Commissioner of Commercial Taxes, Odisha, Cuttack failing which the tender shall be rejected out rightly.
- 32.** The earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (first stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the Service Provider fails to provide the required service on 01.01.2014 the EMD shall stand forfeited without giving any further notice.
- 33.** The successful bidder will have to deposit Performance Security Deposit equal to 10% of the Annual Contract value in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Commissioner of Commercial Taxes, Administration covering the period of contract. In case, the contract is further

extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.

- 34.** In case of breach of any terms and conditions attached to this agreement, the Agreement will be annulled.
- 35.** The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the Addl. Commissioner of Commercial Taxes (Admin.), Office of the C.C.T.(O), Cuttack in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 36.** After the payment of bill amount for the 1<sup>st</sup> month following the execution of contract, the Agency/ Organization shall have to produce the proof of deposit of E.P.F, E.S.I and Service Tax along with the bill for the subsequent months. On failure to do so, payment on account of the aforesaid statutory dues shall be withheld. The withheld amount shall be released only after production of proof of payment made earlier on the aforesaid account.
- 37.** If the Service Provider does not attend to the above stated work on any day, he shall be penalized with ₹ 1000/- per day and he shall not be paid the dues for that day
- 38.** 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.
- 39.** 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.
- 40.** All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
- 41.** Copy of the terms and conditions enclosed in the Tender Document shall be duly signed and sealed by the authorized signatory of the Service Provider in each page in token of their acceptance.

**42.**The following documents to be submitted by the successful Tenderer before deployment of manpower.-

- a) List of sweeping and cleaning personnel shortlisted by the Service Provider for deployment containing full details i.e. date of birth, marital status, address, educational qualification etc.
- b) Bio-data of all persons deployed by the Service Provider.
- c) A self signed declaration by the service provider declaring that the persons deployed do not have any criminal antecedents.
- d) Any other document considered relevant.

## AGREEMENT

This deed of agreement entered into between the parties referred to hereinafter this \_\_\_\_\_ day of \_\_\_\_\_ between the Addl. Commissioner of Commercial Taxes (Administration) on behalf of the Commissioner of Commercial Taxes, Odisha, Cuttack (the Head of Department) under the Department of Finance, Government of Odisha, hereinafter called the 1<sup>st</sup> party and which includes, His successors, Administrators and assigns of the First party.

### AND

\_\_\_\_\_, a registered firm bearing Regn. No. \_\_\_\_\_ having head office at plot No. \_\_\_\_\_ in the district \_\_\_\_\_ represented by its proprietor/partner having permanent address which term includes successors, administrators and assigns of the 2<sup>nd</sup> party. Whereas the 1<sup>st</sup> party in order to have sweeping and cleaning of Baniyakar Bhawan which includes cleaning and sweeping of Baniyakar Bhawan's inside premises, cleaning of toilets and sweeping and cleaning of the campus of Baniyakar Bhawan within its boundary invited offers through open advertisement from Regd. Organization/ Agency/ Company to provide such services.

And whereas the 2<sup>nd</sup> party having been selected on the basis of its offer for providing such services in conformity with the provisions of the agreement.

And whereas the 1<sup>st</sup> party has finalized the rate as per the terms and conditions of the agreement to the 2<sup>nd</sup> party.

### **Now this agreement witnesses as below:-**

1. That the **Annexure** containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "1<sup>st</sup> Party" to the "2<sup>nd</sup> Party", the "2<sup>nd</sup> Party" hereby agrees with the "1<sup>st</sup> Party" to provide sweeping and cleaning services in the office of the Commissioner of Commercial Taxes, Odisha, Cuttack in conformity with the provisions of the Terms and Conditions.
3. That the "1<sup>st</sup> Party" hereby further agrees to pay the "2<sup>nd</sup> Party" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to 31.12.2014.

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

**Signature of the officer  
authorised to sign on behalf of  
the 2<sup>nd</sup> Party**

**Signature of an officer  
acting in the premises for and on  
behalf of the 1<sup>st</sup> Party**

In the presence of witness:-

**Witness**

1. Name:.....  
Address:.....  
2. Name:.....  
Address:.....

**Witness**

1. Name:.....  
Address:.....  
2. Name:.....  
Address:.....

## ANNEXURE

### **TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from .....(date) and shall continue till .....(date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of service provided, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on .....(date) unless extended further by the mutual consent of the 1<sup>st</sup> Party and the 2<sup>nd</sup> Party.
3. 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 1<sup>st</sup> Party and the 2<sup>nd</sup> Party.
4. The 2<sup>nd</sup> Party shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the 1<sup>st</sup> Party.
5. The 2<sup>nd</sup> Party will be bound by the details furnished by it to the 1<sup>st</sup> Party while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The 1<sup>st</sup> Party reserves the right to terminate the Agreement during initial period also after giving 1 month notice to the 2<sup>nd</sup> Party.
7. The 2<sup>nd</sup> party shall have the complete responsibility to provide services to the 1<sup>st</sup> party on every working day for sweeping and cleaning of Banijyakar Bhawan from ground floor to 5<sup>th</sup> floor.
8. The 2<sup>nd</sup> party will bear the cost of wages etc. of the people employed by it and the 1<sup>st</sup> party shall nowhere be liable to pay any amount to the employees of the 2<sup>nd</sup> party.
9. The Service Providing Agency shall be required to deploy 8 sweeping and cleaning personnel with 1 supervisor for executing the following work -



- a. Sweeping of the office campus should be completed before 09.00 A.M.
  - b. Sweeping and cleaning of floor of the office building (from ground floor to 5<sup>th</sup> floor) to be completed before 09.00 A.M.
  - c. Sweeping and cleaning of toilets and bathrooms thrice a day to be completed before 9.30 A.M, 2.00 P.M and 4.00 P.M.
  - d. Cleaning of drain daily and cleaning of pipe lines as and when choked.
  - e. The tools and tackles and the cleaning materials shall be supplied by the service provider at their own cost and the cleaning materials must be of approved specification.
  - f. The wild grass from the pathways around the building shall also be cleaned by way of uprooting once in a month.
- 10.** The 2nd party should carry out the work in the Baniyakar Bhawan 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 the workers engaged by the organization in the Baniyakar Bhawan shall wear the uniform, which will be finalized in consultation with the 1st party.
  - c. All staff of the organization shall bear photo identity card issued by the 2nd party during the period of work.
  - d. All workers/ man power to be engaged by the 2nd party should be covered under the statutory Government regulation framed from time to time.
  - e. Any damage / pilferage to Baniyakar Bhawan Property due to mishandling and carelessness of the 2nd party or his workmen will be recoverable from the 2nd party's bill.
  - f. 2nd party should depute a qualified and dedicated person to supervise the work as undertaken.
- 11.** If the 2<sup>nd</sup> party does not attend to the above stated work on any day, he shall be penalized with ` 1000/- per day and he shall not be paid the dues for that day.
- 12.** For the purpose of sweeping and cleaning of all necessary articles, the service provider will use good quality tools and cleaning materials as specified below:-

- a. All toilets, urinals pans, wash basin are to be cleaned and sanitized using “Harpic” thrice a day.
  - b. 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 I.T hardware’s are to be cleaned daily and safely by “Colin” once in a week i.e on the 1st working day of the week. The cub webs etc. from the roofs and walls must be cleaned once in a month which includes out surface of the rooms.
  - c. The toilets should be maintained extremely sanitised every day, so that there shall not be any foul smell coming from this.
  - d. The lift and staircase railing shall be cleaned up every day neatly and by using “Cif” once in a week.
  - e. Mopping of the Floor area shall be done by using “Nimyle/Lizol” (Floor Swipe cum Deodorizer and Sanitizer) once a day before 09.00 A.M.
  - f. Bleaching powder should be sprinkled in open drain once a week.
  - g. Ground floor and open floors should be cleaned with liquid soap / detergent powder once a week.
- 13.** The 2<sup>nd</sup> party will bear all the legal and tax obligations under Government of Orissa or Government of India and the 1<sup>st</sup> party will not be under any obligation to bear any cost except payment of stipulated amount.
- 14.** The 2<sup>nd</sup> party shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act, 1970), EPF, ESI etc. with regard to the personnel engaged by him for works. It will be the responsibility of the service provider to provide details of manpower deployed by him, in the office and to the Labour Department.
- 15.** The 2<sup>nd</sup> party shall submit the list containing the name and address of the persons engaged by it so as to allow them an entry by the 1<sup>st</sup> party. In case of change of any person by the 2<sup>nd</sup> party, the matter should be intimated to the 1<sup>st</sup> party by the 2<sup>nd</sup> party immediately.

- 16.**The organization i.e the 2<sup>nd</sup> party is required to deposit ₹ 60,000/- only in the office of the Commissioner of Commercial Taxes, Odisha, Cuttack as performance security in the shape of Bank Guarantee from any nationalized bank drawn in favour of Additional Commissioner of Commercial Taxes, Administration covering the contract period. The Security Deposit shall be forfeited, if the 2<sup>nd</sup> Party fails to undertake the work or fails to comply with any of the terms and conditions of the contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.
- 17.**Failure by the 2<sup>nd</sup> party to carry out the works under the agreement and violation of any of the clause of the agreement by the 2<sup>nd</sup> party entitle the 1<sup>st</sup> party to cancel the agreement without assigning any further reason thereof.
- 18.**That this agreement shall be valid for one year & may be renewed thereafter at the discretion of the first party on an application to that effect made by the second party & based on the performance of the second party.
- 19.**In the event of services rendered being found unsatisfactory, the contract is liable to be terminated at any time. The decision of the Commissioner of Commercial Taxes, Odisha in this regard will be final.
- 20.**The 2<sup>nd</sup> party shall maintain a daily muster roll on the persons deployed in cleaning works which shall be verified by the 1<sup>st</sup> party through its Branch Officer as regards the satisfactory performance of the 2<sup>nd</sup> party in a given day. The unsatisfactory performance of the 2<sup>nd</sup> party shall be duly recorded by Establishment Officer in the said register.
- 21.**The entire financial liability in respect of manpower deployed for sweeping and cleaning services by the service provider shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
- 22.**For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of the manpower so deployed.

The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

- 23.** The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.
- 24.** The Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 25.** The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- 26.** In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 27.** The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
- 28.** The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 29.** The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

- 30.** The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
- 31.** The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 32.** The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
- 33.** 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. After the payment of bill amount for the 1st month following the execution of contract, the Service Provider shall have to produce the proof of deposit of E.P.F, E.S.I and Service Tax along with the bill for the subsequent months.
- 34.** 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.
- 35.** The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
- 36.** 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.

- 37.** 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 unpaid bills or adjusted from the Performance Security Deposit.
- 38.** Any dispute arising out of this agreement shall only be subject to the jurisdiction of the Court at Cuttack.