



DEPUTY DIRECTOR OF MINES PHULBANI CIRCLE
STEEL AND MINES DEPARTMENT, GOVT. OF ODISHA
PHULBANI, KANDHAMAL-762001

Email: mo.phulbani@orissaminerals.gov.in

No. 713 / Mines

Dt. 01-08-2024

TENDERNOTICE
FOR
PROVIDING NIGHT WATCHMAN CUM SWEEPER
THROUGH OUTSOURCING

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service for providing **NIGHT WATCHMAN CUM SWEEPER**(one watchman)for the office of the Deputy Director Of Mines, Phulbani Circle, Phulbani.

The details of the bidding process are as follows:

Sl No	BIDDING SCHEDULE	DATELINE
1	Date of commencement of Sale of Tender Paper	02.08.2024
2	Last date of Issue of Tender Paper	21.08.2024
3	Cost of Tender document / Bid processing fee	₹500+ GST@ 18%
4	Last date of Receipt of Tender Paper (Only through Regd. Post/Speed Post/Courier)	21.08.2024, 01:00 P.M
5	Date of Opening of the Tender	21 .08.2024, 03:00 P.M
6	Place of opening of the tender paper	Deputy Director of Mines, Phulbani Circle, Phulbani
7	Address to receipt of Bid documents	Office of the Mining Officer, Phulbani Circle, Phulbani At- F.C.I Square, Phulbani, Kandhamal, Odisha, Pin No.762001
8	E-Mail	mo.phulbani@orissaminerals.gov.in

Bidders are required to submit the Technical and Financial Bids separately. The bids in sealed **Cover-I** containing "**Technical Bid**" and sealed **Cover-II** containing "**Financial Bid**" should be placed in a third sealed cover super scribed "**BID FOR PROVIDING NIGHT WATCHMAN CUM SWEEPER THROUGH OUTSOURCING** " must reach the office of the undersigned on or before 1:00 PM of dt.21.08.2024 by Speed Post/Registered Post only. No Tender Bid shall be received after 03:00 PM of dt.21.08.2024.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from www.odishaminerals.gov.in

Deputy Director of Mines,
Phulbani Circle, Phulbani

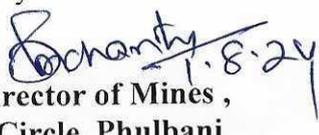
Memo No. 714 / Mines, Date. 01-08-24
Copy submitted to all prime Govt. offices of Kandhamal, Phulbani with request to display the quotation call notice in the Notice Board for wide publicity.


Deputy Director of Mines,
Phulbani Circle, Phulbani

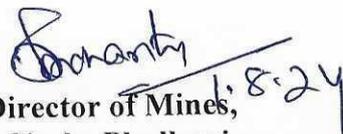
Memo No. 715 / Mines, Date. 01-08-24
Copy submitted to District Informatics Officer, NIC, Kandhamal/Nayagarh/ Boudh with request to display the quotation call notice in their web- sites for wide publicity.


Deputy Director of Mines,
Phulbani Circle, Phulbani

Memo No. 716 / Mines, Date. 01-08-24
Copy submitted to OSWAN, Kandhamal/ Nayagarh/ Boudh with request to display the quotation call notice in their web- sites for wide publicity.


Deputy Director of Mines ,
Phulbani Circle, Phulbani

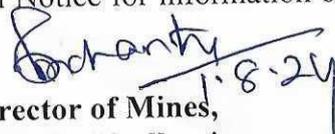
Memo No. 717 / Mines, Date. 01-08-24
Copy submitted to District Informatic & Public Relation Officer, Kandhamal/Nayagarh/Boudh, with request to display the quotation call notice in their web- sites for wide publicity.


Deputy Director of Mines,
Phulbani Circle, Phulbani

Memo No. 718 / Mines, Date. 01-08-24
Copy forwarded to the Director of Mines & Geology, Odisha, Bhubaneswar/ the Director of Minor Mineral, Steel and Mines Department, Odisha, Bhubaneswar for favour of kind information and necessary action.


Deputy Director of Mines ,
Phulbani Circle, Phulbani

Memo No. 719 / Mines, Date. 01-08-24
Copy to the Notice Board of Quotation/ Tender call Notice for information of the general public.


Deputy Director of Mines,
Phulbani Circle, Phulbani

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TENDERDOCUMENT FOR PROVIDING NIGHT WATCHMAN CUM SWEEPER THROUGH OUTSOURCING

SECTION - I

Instruction to Bidders

A. General Information:

1. Office of the Deputy Director of Mines, Phulbani Circle, Phulbani, Pin-762001 invites sealed bids from the eligible bidders to provide **ONE (01)** numbers of NIGHT WATCHMAN for the Office of the Deputy Director of Mines, Phulbani Circle, Phulbani on outsourcing basis.

2. The period of contract for providing the aforesaid services will be ideally **one year** from **the date of effectiveness of the contract.** **The contract may be extended to a maximum period of one year subject to satisfactory performance and mutual agreement. Other terms & conditions will remain unchanged** unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of manpower deployed, breach of contract, change in requirements etc. The authority reserves all rights to terminate the contract at any time after giving 30-day's notice to the Service Provider.

3. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

Sl. No.	Eligibility Criteria	Supporting 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">• Registered under the Companies Act, 2013• Registered under the Indian Partnership Act, 1932• Registered under the Indian Trusts Act, 1882• Registered under the Societies Registration Act, 1860.• Registered under the Limited Liability Partnership Act, 2008.	Certificate of Incorporation/Registration
2	The bidder must have at least five years of business experience (up to the last date of submission of bid) in providing similar type of services to Central/State Government/Autonomous Bodies/Agencies/Societies/Corporate Bodies.	Copies of the work order 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. (Please attach a copy of the Telephone/Electricity Bill)

4	Must have average annual financial turnover of Rs.50 lakh (Rupees fifty lakh) during the last three financial years as on Dt.31.03.2023.(2019-20,2020-21,2021-22)	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.	Copies of the pass book and transaction statement for the last 6 month.
6	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation.	An undertaking to this effect to 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/Persons to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form - T3]
8	Other Statutory Documents	Copies of •PAN, •GSTIN, •Copies of EPF & ESI Registration Certificate •IT return for the last 3 Assessment Years

B. Submission of Bid:

The proposal, complete in all respects as specified, must be accompanied with a Non-Refundable Amount **Rs.500/- (Rupees five hundred only) and GST @ 18%** towards Bid Processing Fee and **EMD of Rs6000.00** in favour of **OFFICE OF THE MINING OFFICER, PHULBANI CIRCLE, PHULBANI, PIN-762001**", in shape of Demand Draft drawn in any scheduled commercial bank, PHULBANI, failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post so as to reach the authority by **01:00 PM of dt.21.08.2024**.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD 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 super scribing "**Technical Bid**", "**Financial Bid**". The aforesaid two sealed envelopes must be kept in a third sealed envelope super scribing "**BID FOR PROVIDING NIGHT WATCHMAN CUM SWEEPER THROUGH OUTSOURCING**". Request for partial fulfilment of the required service (e.g. Bid for providing Office support staff service through outsourcing for only one of the offices mentioned in the Tender document) shall not be entertained. In such case, the tender shall be rejected.

Selected bidder will have to deposit a Performance Security **10%of the annual contract value in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of“OFFICE OF THE MINING OFFICER, PHULBANI CIRCLE, PHULBANI, PIN-762001**

", as per the prescribed format provided in the **Section - IX** of tender document, for a period of three months beyond the contract period. (i.e., Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months 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 Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents for submission

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

- a) Cover letter along with power of attorney on the bidder's letter head
- b) Demand Draft in support of Bid processing fee as applicable
- c) Demand Draft towards EMD as applicable.
- d) Copy of Certificate of Incorporation of the firm / agency
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns for the last three assessment years
- h) Copies of EPF&ESI Registration Number
- i) Copy Bank Account details
- j) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
- k) Copies of work orders from the previous organizations for providing services during last 3years.
- l) Undertaking regarding non-blacklisting (On stamp paper)
- m) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
- n) Valid labour licence and registration certificate issued by Govt. of Odisha.

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

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

The Technical Bid will be opened on dt.**21.08.2024 at 03.00 P.M.** in presence of the authorised representatives of the bidder who wish to be present on the spot at that time.The **OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI.PIN-762001** has the right to open the Bids even in

the absence of the bidder or his authorised representative. The price bid will be opened on dt. **22.08.2024 at 01.00 P.M.** in presence of the authorised representatives of the bidder who wish to be present on the spot at that time. The **OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI. PIN-762001** has the right to open the Bids even in the absence of the bidder or his authorised representative

The Bidder will be suspended or blacklisted from participating in Bid process of this Office for 3 years if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

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

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

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. If the bids of multiple bidders are found identical, the tender will be decided by the Lottery process. ***However, the decision of the authority shall be final during the overall selection process.***

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

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

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply any of the terms and conditions of the bid after award of the Contract.

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

SECTION-II

SCOPE OF THE WORK

"BID FOR PROVIDING NIGHT WATCHMAN THROUGH OUTSOURCING"

1. **THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI PIN- 762001** requires the service of reputed, well-established, financially sound and registered Service Providers to provide **NIGHT WATCHMAN CUM SWEEPER** for **OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI** as per the requirement.
2. The manpower service provider should be managed by experienced staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the service.
3. It shall be the responsibility of the Service Provider to maintain the quality of the outsourced service for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced service. If during the course of engagement, any irregularities come to notice of authority the Service Provider will have to terminate the service of such staff immediately.
4. The service provider should have an empanelled list of trained/experienced staff to provide NIGHT WATCHMAN, un-interrupted and continued services should be provided during the period of contract. The service provider should be able to provide additional NIGHT WATCHMAN whenever required by the authority under the same terms and condition.
5. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and **DEPUTY DIRECTOR MINES, PHULBANI CIRCLE, PHULBANI**.
6. The manpower deployed by the service provider shall be required to report for work at 10.00 AM and leave office at 5.30 P.M. and may also be required to work beyond 5.30 PM as and when required for which he would not be paid any extra remuneration. In case of the service needs to be executed on shift basis, the timings will be decided by the authority, which shall be as per rules. In case, the service provided stops for a particular day or is being reported late on three occasions, proportionate deduction of remuneration for one day will be made from the total due amount for one month.
7. The Service Provider shall provide Photo ID Card to its personnel deployed at site at its own cost.
8. The personnel 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.
9. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services could be availed without any disruption.

10. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Service Provider who shall get it verified from the designated officer.

11. The entire financial liability in respect of services deployed in the Authority's location shall be that of the Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.

12. 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.

13. 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.

14. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.

15. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

**Prescribed Qualification & Experience of the for the
OFFICE SUPPORT STAFF SERVICE**

Sl. No	NIGHT WATCHMAN CUM SWEEPER	Qualifications	Job Description
1	NIGHT WATCHMAN CUM SWEEPER (Un-Skilled)	<ul style="list-style-type: none"> • Should be literate and should have good behaviour. • should have sound health. • Prior experience of 1-2 years is preferred 	<ul style="list-style-type: none"> • To ensure the safety of buildings and other Government property • To ensure the safety and security of vehicles of the officers/staff and public kept in the office premises. • To co-ordinate the overall security and prevent unauthorised entries to the office premises. • Any other reasonable work assigned by HEAD OF THE OFFICE

Note: The personnel engaged by the service provider should be of minimum 21 years of age and not exceeding 60 years of age.

SECTION- III

Schedule of Requirement

A. Indicative requirement of Manpower serviceto be deployed for the proposed services given here as under:

Sl. No.	Description	Requirement of service
1	NIGHT WATCHMAN CUM SWEEPER	NIGHT WATCHMAN CUM SWEEPER of 1(one man day) per day for each office.

Note: The indicative manpower is tentative and may be increased or decreased as per the need.

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 persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider must employ adult persons only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above **21 years of age and not exceeding 60 years**.
3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
4. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
5. The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
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 staff that are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
8. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. **The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.** An undertaking to this respect must be provided by the manpower 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 is not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide Photo ID Card to its personnel deployed at site at its own cost.

12. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
13. 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 needed, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
16. 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.
17. 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 EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records as and when required.
18. 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 organisation. Sub-contracting is not allowed under this agreement.
19. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month.
20. 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.
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 one-month prior notice to the Service Provider.
22. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
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 case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of DIRECTORATE OF MINES AND GEOLOGY or DIRECTORATE OF MINOR MINERALS. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his/her decision and the same shall be binding on all parties.

- 25.** All disputes shall be under the jurisdiction of the court at **PHULBANI, Odisha.**
- 26.** The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
- 27.** The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
- 28.** The Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.
- 29.** The Service Provider shall submit running wage bill of each month along with EPF ECR copy, ESI ECR copy, payment of wages (bank statement of each person) and GST Challan copy mentioning GST Number of the Directorate along with monthly bills failing which processing of bill shall not be initiated.
- 30.** The statutory deductions such as TDS GST/IT as admissible shall be deducted as applicable.

SECTION - V

TECHNICAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

[Location, Date]

To

THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI
PIN762001

Sub: Tender for providing NIGHT WATCHMAN CUM SWEEPER for
OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE,
PHULBANI on outsourcing basis.[Technical Proposal]

Dear Sir,

I,the undersigned, offer to participate in the
tender process to **provide services for NIGHT WATCHMAN CUM SWEEPER** for
OFFICE OF THE DEUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI
on outsourcing basis.

In accordance with your Tender Notice No.: _____ Dated
_____. I am herewith submitting the Technical 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 the proposal. This proposal will be valid
for acceptance up to **90 Days** and I confirm that this proposal will remain binding
upon us and may be accepted by you at any time before the validity of the bid.

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

Yours faithfully,

Authorised Signatory
with Date and Seal

Name and Designation:

Address of the Bidder:

FORM - T1

1.	Name of the Bidder	
2.	Details of Bid Processing Fee: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Details of Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4.	Name of the Director/Proprietor/ Partner	
5.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
6.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
7.	Banker of Manpower Service Provider (Attach certified copy of Statement of Account for last three years)	Account Number:
		Bank and Branch Name:
		Telephone No.:
		IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN (Attach self-attested copy.)	
10	E.P.F. Registration No. (Attach self-attested copy.)	
11	E.S.I. Registration No. (Attach self-attested copy.)	
12	Acceptance to all the terms & conditions of the tender	

	(Yes/No).	
13	Power of Attorney / authorization letter for signing the of the bid documents	
14	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
15	Kindly mention the total number of pages in the tender document.	

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

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR)
FY 2021-22		
FY 2022-23		
FY 2023-24		

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

Sl.No	Period	Name of Authority with Complete Address and Email id.	Type of services provided with details manpower deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						
5						

18. Declaration

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

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

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

(Signature of Authorised Representative with seal)

Place:.....

Date:.....

Enclosures:

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

FORM-T2

UNDERTAKING

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

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

Yours sincerely,

***Authorized
[In full and initials]***

Signatory

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM-T3

UNDERTAKING

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

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

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

Yours sincerely,

***Authorized
[In full and initials]***

Signatory

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 (Constituted by the controlling authority) 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***. If the bids of multiple bidders are found identical, the tender will be decided by the Lottery process. ***However, the decision of the authority shall be final during the overall selection process.***

SECTION - VI

FINANCIAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

[Location, Date]

To

THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI -
762001,

**Sub: Tender for providing NIGHT WATCHMAN CUM SWEEPER for
OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE,
PHULBANI on outsourcing basis.**

[Financial Proposal]

Sir,

I, the undersigned, offer to provide the services for NIGHT WATCHMAN CUM SWEEPER SERVICE for **OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI on outsourcing basis** in accordance with your Tender No. _____ Dated: _____. Our attached financial price is **Rs. _____/- (in figures)(Rupees only in words)** for the proposed services. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

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

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

Yours faithfully,

**Authorized Signatory
[In full and initials]**

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

FORM – F1
Administrative Charge

A. Price towards Tentative requirement of Manpower service to be deployed for the proposed services given here as under:

[Rate per manday (eight man hours per day) inclusive of all Statutory liabilities, Taxes, Levies, Cess, etc.]

Category of the Employee	Rate per manpower service provider per man-day (in Rs.)							GST (as per Govt. norms)	Grand Total (7+8)	Remarks
	Basic Wage per man-day for each office	EPF (per man-day for each office)	ESI (per man-day for each office)	Service Charges of Agency (Amount in Rs.) (per manday)	Total Price (Per Person/Per Manday) (Sum of 1 to 4) (for each office)	Requirement in No. of manpower service	Total Price per man-day for both offices (as mentioned in the section-1) in Rs. (5 x 6)			
	1	2	3	4	5	6	7	8		
NIGHT WATCHMAN CUM SWEEPER SERVICE (UnSkilled)	As per Govt. guideline issued by the labour & ESI dept. Govt. Odisha					1				One (01) number of NIGHT WATCHMAN CUM SWEEPER, OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI on outsourcing basis

- *Minimum take home remuneration per person must be basic wage mentioned at Col. 1 above for all categories of employees.*
- *Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.*
- *Bidders quoting Service Charge less than 3.85% of the rate per person per man-day shall be rejected during the financial evaluation stage.*

Place:

Date:

(Sign and Seal of Authorised Representative)

SECTION - VII**BID SUBMISSION CHECK LIST**

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

It is to be ensured that:

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

SECTION - VIII

SERVICE AGREEMENT

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

This **SERVICE AGREEMENT** is made on _____
_____ between **OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI WITH PIN 762001** (hereinafter called as the "**DEPUTY DIRECTOR OF MINES**") of the 1st Part and _____ having its principal place of business at _____ (hereinafter called the "**Service Provider**") of the 2nd Part. **WHEREAS**

(a) The "**Service Provider**", having represented to the "**DDM/MO**" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No. _____ Dated _____ issued by the **DDM/MO**;

(b) The "**DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI**" 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 and Conditions

Appendix B: Scope of Work

Appendix C: Contract Price and Payment Term

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:

(a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and

(b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the DoMG/DoMM shall make such payments and in such a manner as is provided in the Agreement.

Mode of Payment

The Service Provider will open a specific Bank Account for payment by the **DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI** in the beneficiary account towards the Service performed by the Service Provider. The Service Provider will furnish the details of the Bank Account to the **DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI** within 7 days of the signing of the contract.

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

3. **Now this agreement witnesses as below:**

- (a) That in consideration of the payment to be made by the **"DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI"** to the **"Service Provider"**; the **"Service Provider"** hereby agrees with the **"DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI"** to provide manpower resources to be engaged in the **OFFICE OF DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI** in conformity with the provisions of the terms and conditions of the contract.
- (b) That the **"DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI"** hereby further agrees to pay the **"Service Provider"** the contract price at the time and in the manner prescribed in the said terms and conditions.
- (c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- (d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- (e) That this agreement is valid up to _____.

For and on behalf of [Tender Inviting Authority: OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI PIN- 762001

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER:

_____] **[Name and Designation of the Representative with seal]**

Witness 1:

Witness 2:

SECTION – IX

PERFORMANCE BANK GUARANTEE FORMAT

To

THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI

WHEREAS

_____ (Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Contract/Office Order No. _____ dated _____ to undertake to provide **NIGHT WATCHMAN CUM SWEEPER for the OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI on outsourcing basis.**(Description of services) (Hereinafter called as the "The contract").

AND WHEREAS it has been stipulated by the **OFFICE OF THE DEPUTY DIRECTOR OF MINES, PHULBANI CIRCLE, PHULBANI, PIN-762001**(Name of the Authority)in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

We hereby waive the necessity of your demand in reference to the said debt from the Service Provider, before presenting us with the demand.

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

This performance bank guarantee shall be valid until the _____ day of _____ month/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