

**CT & GST TERRITORIAL RANGE, SAMBALPUR**  
(UNDER COMMISSIONERATE OF CT & GST, ODISHA, AT-CUTTACK)  
(FINANCE DEPARTMENT, GOVT. OF ODISHA)

No. 1247 /CT & GST

Dated: 05.09.2024

**TENDER CALL NOTICE**

Sealed tenders are invited from reputed Agency / Service Providers to provide two Housekeeping Personnel to the Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur for a period of one year.

The Tender Document shall be available in the Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur from date 11.09.2024 to date 24.09.2024 on any working day from 11.00 AM to 4.00 P.M.

The last date and time for submission of Tender document is 25.09.2024 by 05.30 P.M.

The tender document along with all enclosures in sealed cover shall be submitted in the Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur. No application will be entertained after due date i.e. 25.09.2024 5.30 P.M.

**Complete address for submission of Tender**

CT & GST Territorial Range, Sambalpur  
In front of SBI Main Branch, Kacheri Chowk, Sambalpur  
Sambalpur, Odisha-768001

*sdk*  
Additional Commissioner of CT & GST,  
Territorial Range, Sambalpur.

Memo No. \_\_\_\_\_ /CT & GST

Dated. \_\_\_\_\_

Copy to the Notice Board of the O/o the undersigned.

*sdk*  
Additional Commissioner of CT & GST,  
Territorial Range, Sambalpur.

Memo No. 1249 /CT & GST

Dated. 05-09-2024

Copy forward to the NIC, Sambalpur for wide publicity of this "Tender Call" for further necessary action.

  
Additional Commissioner of CT & GST,  
Territorial Range, Sambalpur.

Memo No. \_\_\_\_\_ /CT & GST

Dated. \_\_\_\_\_

Copy submitted to the Addl. Commissioner of CT & GST (Appeal), N.Z., Sambalpur / CT & GST Circle-I, Sambalpur/ CT & GST Circle-II, Sambalpur. They are requested to place the above tender notice in their notice board for information to the service provider.

  
Additional Commissioner of CT & GST,  
Territorial Range, Sambalpur.

## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence from date of joining of house keeping personnel and shall continue for one year unless it is curtailed or terminated by the authority with one month notice owing to deficiency of service, sub - standard quality of deployed personnel, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire after one year from the date of joining unless extended further by 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 by 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 Office at present has tentative requirement of two (02) numbers of housekeeping personnel. The requirement of the Office may further increase or decrease marginally, during the period of initial contract and the tenderer will have to provide the required number of personnel on the same terms and conditions.
6. The Service Provider shall be bound by the details furnished by it to the Authority while submitting the tender or at a subsequent stage. In any case, any such document furnished by it, is found to be false at any stage, it would be deemed to be a breach of the terms of the Agreement making it liable for legal action other than termination of the Agreement.
7. The service provider should carry out the work in Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur as per the following schedule:
  - c. The House Keeping Personnel is required to be present during the office hour and leave the office after taking permission from Territorial Range Authority and will have to hand over office lock and key to the Office before leaving after office hour.
  - d. All staff of the service provider shall bear photo identity card issued by the service provider during the period of work.
  - c. All workers / man power to be engaged by the service provider should be covered under the statutory Government regulation framed from time to time.
  - d. . Any damage / pilferage to the CT & GST, Territorial Range, Sambalpur property due to mishandling and carelessness of the service provider or his workmen will be recoverable from the service provider's bill or performance security deposit.

- e. The House Keeping Personnel deployed by the service provider shall not be required to attend the office on any Government holidays and Sundays
  - f. The House Keeping Personnel deployed by the service provider shall be required for work from 10.00 A.M. in the Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
  - g. The House keeping personnel are required to intimate to the office 03(There Days) before applying for leave.
8. The entire financial liability in respect of the personnel deployed in the office shall be that of the service provider and the Office concerned will in no way be liable. It shall be mandatory for the Service Provider to pay monthly remuneration to the persons deployed through their bank accounts by the seventh day of the succeeding month and produce necessary evidence by 10th day of the succeeding month for sanction of monthly payment by this office. The service provider shall ensure that the persons deployed by him are paid their monthly remuneration on monthly basis by the due date irrespective of whether he has received payment from this Organization or not.
9. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of personnel deployed. There shall not be any "Employee-Employer" relationship between the persons deployed by the Service Provider and this organization.
10. The service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The department shall, in no way, be responsible for settlement of such issues whatsoever.
11. The department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions duties, or for payment towards any compensation.
12. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the current or after expiry of the agreement.
13. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and have no claim for any absorption in regular or other capacity.
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 Government Authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The service Provider shall comply with all the legal requirements for obtaining Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
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 responsible of the Man Power 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 shall not have any criminal records.
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 of indiscipline on the part of the persons deployed.

#### **LEGAL:**

19 . 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,

20. The Service provider shall be responsible for compliance with all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.

21. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the Department or office concerned.

22. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under the Law.

23. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of the Income Tax Act / Rules, as amended, from time to time by the Service Provider and a certificate to this effect shall be provided to the Department or office concerned.

24. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur is put to any loss obligation, monetary or otherwise, the Department or

the concerned office shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

25. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract; non - payment of remuneration of employed persons and non - payment of statutory dues. The concerned Department or Office shall 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 the statutory authorities. If any loss or damage is caused to the property of Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur by the deployed persons, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

#### **FINANCIAL:**

26. The Technical Bid are exempted from submission of EMD as per O.M No 8943/F dated 18.03.2021 & OM No 281 dated 05.01.2022 of Govt. in Finance Department.

27. However, a Bid Security Declaration should be submitted in lieu of EMD as per O.M No 8943/F dated 18.03.2021 of Finance Department, Government of Odisha.

28. The successful bidder will have to deposit Performance Security Deposit equal to 3% of the Annual Contract value ( as per OM No 290 dated 05.01.2022 of Finance Department, Govt. of Odisha) in the form of Bank Guarantee from any Nationalized Bank drawn favor of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur covering the period of the contract. In case, the contract is further extended beyond the initial period, the Guarantee Bank will have to be renewed accordingly by the successful bidder.

29. In the event of breach of any terms and conditions attached to this agreement, the Agreement shall be annulled.

30. The Service Provider, after making payment of the monthly remuneration to the persons deployed, shall raise the bill, in triplicate, along with attendance sheet duly verified by the Officer concerned and proof of payment of monthly remuneration alongwith all other legal dues and submit the same to Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur by the 10<sup>th</sup> day of the succeeding month and the payment to the service provider will be released by this organization within 15 days thereafter.

**31. Irrespective of the date of submission of the bill by the service provider and irrespective of the date of payment made by this organization to the service provider, the service provider shall pay monthly remuneration to the persons deployed by him positively by 7<sup>th</sup> of the succeeding month, and also through their bank accounts.**

32. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be accompanied by documentary proof pertaining to the relevant bill month. A requisite portion of the bill or the whole of the bill amount shall be held up until

such proof is furnished, at the discretion of the CT & GST Territorial Range Authority, Sambalpur.

33. In case of any change in Statutory minimum Wages. Labour welfare measures or taxes/cess during the contract period, made by competent Government Authorities. This contract between the service provider and this organization shall stand modified accordingly with immediate effect.

34. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above.

35. All 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.

36. The successful bidder shall enter into an agreement with the CT & GST Territorial Range Authority, Sambalpur for the supply of suitable and qualified personnel as per the requirement of Office of the Additional Commissioner of CT & GST, Territorial Range, Sambalpur on the above terms and conditions.