



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION
UDITNAGAR, ROURKELA, ODISHA-769012
E-mail ID: rourkelamunicipality@gmail.com

No. 11132

Date. 12.10.20

Tender Call Notice for Engagement of Service Provider for Providing Services of Drivers on Outsource basis

Commissioner, Rourkela Municipal Corporation, Rourkela invites Tenders from registered service providers for Providing Services of Drivers on Outsource basis. The details of tender can be downloaded from RMC website: www.rmc.nic.in. The interested bidder should submit the complete tender in the sealed cover addressed to Commissioner, Rourkela Municipal Corporation, Rourkela super scribing as "**Engagement of Service Provider for Providing Services of Drivers on Outsource basis**" through Speed Post/ Registered Post/Courier or By Hand on or before **03.11.20** up to **1.00 PM**. The Tender will be opened on the same day at **4.00 PM** in presence of the participants who wish to attend. If the last date of submission & opening of bid happens to be a holiday, the next working day will be treated as the submission and opening of bid respectively. Authority reserves the right to accept any or all tenders without assigning any reason thereof.

SD/-

Commissioner

Rourkela Municipal Corporation

Memo No. 11133

Date: 12.10.20

Copy to Office Notice Board/ MIS, RMC for general public information and uploading of the tender document in the RMC website.

SD/-

Commissioner

Rourkela Municipal Corporation

Memo No. 11134

Date: 12.10.20

Copy to Advt. Manager, The SAMAJA (Odia Daily) & The NEW INDIAN EXPRESS (English Daily) for information and requested to publish the attached content in all editions of your esteemed newspaper on **15.10.20**. The font size of the letters of advertisement shall be of 08 pts. The rate for publishing the advertisement shall be as per I&PR rates.

SD/-

Commissioner

Rourkela Municipal Corporation



Notice No. 11132

Date. 12.10.20

Tender Document

**Terms and Conditions of the Tender for Providing
Manpower Service on Outsourced basis for Sanitation
Activities under Rourkela Municipal Corporation, Rourkela**

ROURKELA MUNICIPAL CORPORATION

Uditnagar, Rourkela (Odisha)-769012

Website: rmc.nic.in

Email Id: rourkelamunicipality@gamil.com

INDEX

Sl. No.	Section	Description	Page
1.	Section-I	Instruction to Bidders	4-9
2.	Section-II	Scope of the Work	10
3.	Section-III	Schedule of Requirement	11
4.	Section-IV	General Terms and Conditions	12-15
5.	Section-V	Technical Bid	16-22
6.	Section-VI	Financial Bid	23-24
7.	Section- VII	Bid Submission Checklist	25-26
8.	Section-VIII	Service Agreement& PBG Format	27-29

SECTION-I

Instruction to Bidders

A. General Information:

- a) The Commissioner, Rourkela Municipal Corporation (RMC) requires the service of reputed, well established, financially sound and registered Service Providers to provide the services of drivers for Sanitation activities under Rourkela Municipal Corporation .
- b) The period of contract for providing the aforesaid service will be **01 (one)** year or subject to approval of the authority or until further order whichever is earlier from the date of effectiveness of the contract. The contract may be extended for a further period, on mutual consent depending upon the performance of the Service Provider subject to availability of fund as well as the discretion of the authority.
- c) The Least Cost Selection Method (LCSM) shall be adopted to select the manpower service provider. However, the Tender Inviting Authority i.e. Commissioner, Rourkela Municipal Corporation, Rourkela, reserves the right to reject the lowest bid on the ground of being unreasonable or not-workable. In this regard the decision of the Commissioner, Rourkela Municipal Corporation, Rourkela will be final.
- d) The L1 bidder shall be selected on the basis of the wages to be paid to the manpower engaged and Govt. share over and above the wage (remuneration) to be given to the person towards EPF & ESI, and reasonable amount of service charge claimed by the bidder. The wage / remuneration to be given to the staff however **must not be** less than the latest Minimum Wage as notified by the Govt. of Odisha from time to time.
- e) In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the Commissioner, Rourkela Municipal Corporation, Rourkela shall be final during the overall selection process.
- f) The tender inviting authority reserves the right to terminate the contract at any time after giving 30 days' notice to the Service Provider on ground of unsatisfactory performance / violation of statutory obligations or terms of the contract or any other valid reasons.

Eligibility criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
(i)	<p>The bidder should be registered under appropriate authority, such as</p> <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. 	<p>All concerned Certificate of Incorporation/ Registration under the appropriate authority</p>
(ii)	<p>The bidder must have provided at least 3 (three) similar type of services to Central/State Government/Autonomous bodies / Agencies / societies / corporate bodies / ULBs etc.</p>	<p>Copies of the work order from the previous authorities with satisfactory completion certificate from the concerned authority if any.</p>
(iii)	<p>The Registered Office / Branch Office of the Service Provider must be located in the state of Odisha</p>	<p>Valid address proof of the office (Copy of the Telephone / Electricity Bill, rent agreement)</p>
(iv)	<p>Must have average annual financial turnover of Rs 01 (One) Crore during the last three (3) financial years as on Dt. _____ (2018-19, 2019-2020 & 2020-2021)</p>	<p>Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period.</p>
(v)	<p>Must have its own bank account in any scheduled bank situated in Odisha.</p>	<p>Copies of the pass book and transaction statement for the last 3 month.</p>
(vi)	<p>The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this Bid.</p>	<p>An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form – T2]</p>
(vii)	<p>Must not have any pending judicial proceedings for any criminal offence against the proprietor/Director/Persons to be deployed by the Service Provider.</p>	<p>An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form – T3]</p>
(viii)	<p>Other Statutory Documents:</p>	<p>Copies of :</p> <ul style="list-style-type: none"> • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • Labour License • IT return for the last 3 assessment years

B. Submission of Bid:

- a) The proposal complete in all respect as specified must be accompanied with a non- refundable amount of **Rs.11,200/-** including GST (Rupees Eleven Thousand Two Hundred) only towards **Bid Processing Fee** in shape of Demand Draft in favour of Commissioner, Rourkela Municipal Corporation payable at Rourkela.
- b) **EMD of Rs.1,80,000/-** (Rupees One Lakh Eighty Thousand) only in form of Demand Draft in favour of Commissioner, Rourkela Municipal Corporation payable at Rourkela from any nationalized / scheduled bank must be submitted along with the Technical Bid failing which the bid will be out rightly rejected. EMD of unsuccessful bidders will be returned without interest after the award of the contract. The EMD of Successful Bidder will be returned after signing of the contract and submission of PBG without any interest.

Bids without bid processing fee and EMD shall be rejected. *No relaxation on submission of EMD is permissible to any type of service provider including Service Provider having MSME registration / Aadhaar Udyoga etc.*

- c) The EMD 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 bid.

The bid should be sent through Speed Post/ Registered Post/Courier or By Hand on or before **03.11.2020 up to 1.00 PM.**

**To,
The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela (Odisha)
Pin-769012**

- d) The Tender Inviting Authority will not be responsible for any postal delay. Bids reached after due date will be summarily rejected.
- e) The bid is invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes.
- f) The Technical Bid should be submitted in a sealed cover with proper paging of documents with an index on front page of the Technical Bid and the following should be super-scribed on the envelope.

“Technical Bid for providing Drivers through outsourcing basis”

Bid reference No. Date

- g) The seal of the bidder should be affixed on the bottom left hand corner of the envelope.
- h) Similarly the Financial Bid should be submitted in a sealed cover and the following should be super-scribed in the envelope.

“Financial Bid for providing driver through outsourcing basis”

Bid reference No. Date

- i) The seal of the bidder should be affixed on the bottom left hand corner of the envelope.
- j) Both sealed envelopes (Technical Bid & Financial Bid) must be kept in a bigger third sealed envelope super-scribing as under :

**"Engagement of Service Provider for Providing Services of Drivers on
Outsource basis"**

Bid reference No. date

- k) **Name, detail address, telephone/ mobile No., E-mail address of the bidder must be written in the bottom left hand corner of the bigger envelop in capital letters. Bidders are requested to ensure this positively.**
- l) Successful bidder will have to deposit a Performance Security @ **10% of the contract value** in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of **Commissioner, Rourkela Municipal Corporation, Rourkela** as per the prescribed format provided in the tender document at **Section – VIII** to be valid 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.
- m) 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.
- n) 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) Covering letter along with power of attorney on the bidder's letterhead.
- b) Demand Draft in support of Bid processing fee as applicable.
- c) Demand Draft in support of EMD as applicable.
- d) Copy of Certificate of Incorporation of the firm /agency as indicated at Section -1 of the eligibility criteria.
- e) Copy of GSTIN and goods & commodity certificate related GST registration
- f) Copy of PAN
- g) Copies of IT return for the last three assessment years i.e. up to 2020-21.
- h) Copies of EPF & ESI Registration Certificate.
- i) Copy of the first page of the Bank Pass Book & transaction statement of last 3 (Three) months of the Service provider.

- j) Copies of Audited Income/Expenditure statements along with Balance Sheet for the last 3 (three) years ending dated 31.03.2020.
- k) Copies of work orders from the previous organizations for providing similar services (Since last 5 years).
- l) Undertaking regarding non-blacklisting (on stamp paper) as per Format Form T2
- m) Undertaking regarding non-pending of any judicial proceedings (On bidder's letterhead) in Form-T3.
- n) Valid address proof of the Registered Office/Branch Office of the respective Service Provider, located within Odisha, with the copies of office Telephone/ Electric Bill / rent agreement.

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 by the Tender Committee of Rourkela Municipal Corporation and authorized representatives of the bidder who wish to be present on the spot at that time. The date of opening of the financial bid of the technically qualified bidders shall be intimated to them in due course of time and it will be opened in presence of the authorized representatives of the technically qualified bidder who wish to be present on the spot at that time. It is not mandatory on the part of the tenderer to be present in person or through authorized representative at the time of opening of the financial bid. The Financial bid can be opened by the concerned authority as per schedule.

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 bid can be extended on mutual consent by the authority and bidders.

To assist in the analysis, evaluation and computation of bids, the tender inviting authority i.e. Commissioner, Rourkela Municipal Corporation, Rourkela 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. However the Tender Inviting Authority is not bound to accept the lowest quoted rate on ground of being unreasonable or not workable.

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

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

The price comparative statement of the price bid of all successful qualified technical bid tenderers will be prepared and will be placed by the Tender Committee before the authority for issuing of work order and signing of contract.

The tender inviting authority; Commissioner, Rourkela Municipal Corporation, Rourkela reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

Scope of Work

1. Driver

- Must be having a valid driving license for the assigned vehicle.
- Must be able to prepare and maintain duty chart and other documents such as log book, attendance sheet etc.
- Able to read, write and speak Odia and Hindi.
- Knowledge of fire extinguisher operation
- Minimum age must be between 18 yrs. to 40 yrs.
- Arrives to work on time and attends work as assigned.
- Must have interest to work actively in collection of household garbage and other such sanitation activities

[NB: All the scopes are tentative & can be modified as per the requirement of the tender inviting authority.]

(Prescribed Qualification & Experience of the Manpower)

Sl. No.	Manpower / Nos. of posts	Category	Age Limit	Requirement	Work Experience	Type of Vehicle
1	Drivers - 15 Nos.	Semi Skilled	18 to 40 Years	Required valid Driving License	3 years' experience for driving and operating of such categories of vehicle	Hooper Tipper Dumper for Door to Door Waste Collection (Partition Container)
2	Drivers - 44 Nos.	Semi Skilled	18 to 40 Years	Required valid Driving License	1 year' experience for driving of vehicle	Hydraulic Battery Operated Garbage Collected Vehicle (Partition Container)
3	Drivers - 02 Nos.	Semi Skilled	18 to 40 Years	Required valid Driving License	3 years' experience for driving and operating of such categories of vehicle	Mini Tipper with Bin Lifter Hand Carts discharging System
4	Drivers - 03 Nos.	Semi Skilled	18 to 40 Years	Required valid Driving License	3 years' experience for operating of such categories of vehicle	Tractor with Trolley

✓ ***Preference will be given to the agencies, who will engage Women and Transgender with requisite valid license at the time of applying.***

SECTION -III

Schedule of Requirement:

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

Sl. No.	Name of the Institution	Name of the Post	No. of Requirement
1	Rourkela Municipal Corporation	Different Categories of Driver Driver(Semi-Skilled)	64

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

SECTION – IV

GENERAL TERMS AND CONDITIONS

1. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of 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 manpower only. Employment of child labor will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.
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 and the cost of the supervisor will be under the service charges to be quoted by the bidder.
5. The Service provider shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the tender inviting Authority’s location.
6. 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 who are deployed in office of the tender inviting 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 Detailed.
8. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them.

9. The agency should make adequate enquiries about the character and antecedents of the persons whom they will deploy.
10. 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 the tender inviting authority for any reasons immediately on receipt of such intimation.
11. 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.
12. RMC will provide safety gears to the deployed manpower however, Photo ID Card to be provided by the agency at its own cost.
13. The tender inviting Authority shall not be liable for any compensation whatever the reason may be or in case of any kind of injury/death caused to any manpower while performing/discharging their duties/ for inspection or otherwise.
14. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Tender Inviting Authority and maintain liaison with the police. FIR will be lodged by the concerned Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
15. In case of any loss caused to the Tender Inviting Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. The Tender Inviting 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, Tender Inviting Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
16. 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 2 days.
17. 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.
18. 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 before payment of the subsequent dues.
19. 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. Sub- contracting is not allowed under this agreement.

20. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned (Sanitary Inspector/ DA, Transport Section / DA, Sanitation Section as assigned by authority) in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month. ***The percentage of GST/IT as applicable and instructed by State Govt. will be deducted from the payment as TDS.***
21. 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 Commissioner, Rourkela Municipal Corporation, Rourkela along with the bills for necessary records.
22. In case of dispute resolution relating to rights/ liabilities arising out of the agreement, the same shall be disposed of at the level of Tender inviting authority.
23. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/ agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
24. 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 Tender Inviting Authority.
25. The Tender Inviting Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at later stage.
26. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through amicable negotiation. Alternatively the dispute shall be referred to the next higher authority i.e Administrator of RMC for his decision and the same shall be binding on all parties.
27. All disputes shall be under the jurisdiction of the Rourkela Court.
28. 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.
29. 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.

30. The Tender Inviting Authority; Commissioner, Rourkela Municipal Corporation, Rourkela 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.
31. The Manpower Service Provider will be bound by the details furnished to the Tender Inviting Authority while submitting the tender or at any subsequent stage.
32. Misrepresentation of documents/ information, leads to termination of agreement.
33. The service of the outsourced agency will be for all the days of the year; however for leave arrangement of the deployed staff, the agency must figure out alternative arrangements on this regard for non interruption of services.
34. Authority means the Tender inviting authority who invites the tender and Commissioner, Rourkela Municipal Corporation, Rourkela as the case may be.

SECTION – V

TECHNICAL BID
COVERING LETTER
(BIDDER LETTER HEAD)

Location:

Date:

To

Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela

Sub : Tender for Outsourcing of 64 Nos. of Drivers on Outsource basis for Sanitation Activities.

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide drivers on outsource basis in accordance with your Tender Notice No..... dated..... . We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

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

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

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

FORM – T1

1	Name of the Bidder	
2	Name of the Director of the Biding Firm	
3	Full Address of Registered Office	Postal Address:
		Telephone/ Mobile No.:
		FAX No.:
		E-Mail ID:
4	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
5	Details of Bid Processing Fee and Earnest Money Deposit: (Separate Demand Draft for Bid processing Fees & EMD. Demand Draft Details)	D.D No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
6	Bank Name of the Service Provider	Account Number:
		Bank and Branch Name:
		IFSC Code
7	PAN No. (Attach self-attested copy)	
8	GSTIN (Attach self-attested copy)	
9	E.P.F. Registration No. (Attach self-attested copy)	
10	E.S.I. Registration No. (Attach self-attested copy)	
11	Acceptance to all the terms & Conditions of the tender (Yes/No)	
12	Power of Attorney/ authorization letter for signing the of the bid documents	
13	Please submit an undertaking that no criminal case is pending with the Police at the time of submission of bid.	
14	Kindly mention the total number of pages in the tender document.	

15. Financial Turnover of the bidder for the last 3 (three) financial years.

Financial Year	Turn Over Amount (In INR)	Average Turnover (in INR]
2018-2019		
2019-2020		
2020-2021		

16. Details of Three similar type service provided by the bidder:

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

17. 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 Authorized Representative with
seal)**

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of D.D. in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed) with
paging and an index on the front page of the Technical Bid
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 organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs)/ Autonomous Body/ ULB and not blacklisted by any authority during the **recent past**.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM-T3

UNDERTAKING

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

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

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

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the Tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method (LCSM)** 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**.

SECTION – VI
FINANCIAL BID COVERING LETTER
(BIDDER LETTER HEAD)

Location:

Date:

To

The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela

Sub: Tender for Outsourcing of 64 Nos. of Drivers on Outsource basis for Sanitation Activities.

Sir,

I, the undersigned, offer to provide the services for deployment of 64 nos. of drivers on outsource basis in accordance with your Tender No._____ Dated_____. Our financial price for the proposed service is attached in Form-F1. 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.

To accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

**(FORM-F1)
FINANCIAL BID**

Sl. No.	Category of Manpower	Total cost per unit per month (30 days) in INR						
		Wages per unit (for one manpower) per month (30 days)	EPF per unit (for one manpower) per month (Govt. share/ Tender inviting authority share) per person for 30 days	ESI per unit (for one manpower) per month (Govt. share /Tender inviting authority share) per person for 30 days	Total (3+4+5)	Service Charge in % (on the amount of Col.3)	GST on (6+7) in %	G. Total (6+7+8)
1	2	3	4	5	6	7	8	9
1	Driver for Hooper Tipper Dumper for Door to Door Waste Collection (Partition Container)- Semi Skilled							
2	Driver for Hydraulic Battery Operated Garbage Collected Vehicle (Partition Container)- Semi Skilled							
3	Driver for Mini Tipper with Bin Lifter Hand Carts discharging System- Semi Skilled							
4	Driver for Tractor with Trolley- Semi Skilled							

- Bidder with lowest evaluated Grand total cost taking all together of all the required service per unit manpower as shown in col.9 will be taken into account for determination of L1 bidder.
- The wage / remuneration to be quoted must not be less than the latest Minimum Wage as notified by the Govt. of Odisha.
- The bids with "Nil" or very abnormally low quoted services charges will be treated as "Non responsive" and may lead to rejection.

(Sign and Seal of Bidder / Authorized 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 (2018-19, 2019-20 & 2020-21)		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of valid Labor 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 3 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)		
16	Bank Pass Book & transaction statement of last Three Months of the Service provider		
17	Address proof of the office/ local office within the state of Odisha		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

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

Authorized Signatory [In full and initials: _____

Name and Designation with Date and Seal: _____

SECTION – VIII
SERVICE AGREEMENT

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

The agreement is made on this _____ day of _____ (month) _____ (year) between the Rourkela Municipal Corporation (Herein after called the **Authority**) acting through its authorized officials _____ (Authority of RMC) and _____ (herein after called the **Service Provider** whose term includes its successor and assignees), whose address is _____.

WHEREAS

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

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: General Terms and Conditions

Appendix B: Scope of Work

Appendix C: Required Manpower, 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 Authority shall make such payments and in such a manner as is provided in the Agreement.

3. Mode of Payment

The Service Provider may open a specific Bank Account or may use any of its' existing bank account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7days of the signing of the contract.

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

4. Now this agreement witnesses as below:-

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

For and on behalf of [Tender Inviting Authority]

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER]

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

PERFORMANCE BANK GUARANTEE FORMAT

To

NAME & ADDRESS OF THE TENDER INVITING AUTHORITY

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

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

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

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

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

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

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

**(Signature of the authorized officer of the Bank)
Name and designation of the officer**

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