

**GOVERNMENT OF ODISHA**  
**DEPARTMENT OF HANDLOOMS, TEXTILES & HANDICRAFTS**

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No-I-OE-102/2022

**TENDER NOTICE**

Bid Reference No. 5428 Dated 02.09.2022

Sealed Tender is invited under two-bid system from reputed and experienced service providing agency for execution of specified services through Service Providing Agency for a period of one year in HT&H Department.

The detail of the bidding process are as follows:

Sl. No	Bidding Schedule	Deadline
1	Date of Issue	T
2	Bid Due Date and Time	T + 15/ next working day
3	Opening of Technical Bid	T + 16
4	Opening and Financial Bid	T + 23

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 "**Tender for execution of Specified services through service providing agency in HT&H Department**" must reached the undersigned on or before 16.09.2022 by *Speed Post/ Registered Post/ Courier* only.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from Website <http://handloom.odisha.gov.in>. The authority reserves the right to reject any/all proposals and cancel tender process without assigning any reason thereof.

**Complete address for submission of bid**

The Under Secretary to Government,  
Department of Handlooms, Textiles & Handicrafts,  
Odisha Lok seva Bhawan  
Bhubaneswar-751001

  
02.09.2022

Under Secretary to Government  
Handlooms, Textiles & Handicrafts Department

**TENDER DOCUMENT**

**TENDER FOR EXECUTION OF SPECIFIED SERVICES THROUGH SERVICE PROVIDING AGENCY IN HT&H DEPARTMENT.**

**GOVERNMENT OF ODISHA  
DEPARTMENT OF HANDLOOMS, TEXTILES & HANDICRAFTS**

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## SECTION-I

### Instruction to Bidders

#### A. General Information:

1. The Department of Handlooms, Textiles & Handicrafts, Odisha, Lok Seva Bhawan requires the service of reputed, well established, financially sound and registered Service Provider for execution of specified services through Service Providing Agency in HT&H Department, Odisha Lokseva Bhawan at Bhubaneswar.
2. The period of contract for execution of the specified service will be for one Year from the date the contract is effective. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.
3. HT&H Department requires the execution of the following specified services through Service Providing Agency. A minimum of 3 (three) personnels may be required to work on all official days and in certain circumstances on holidays and beyond office hours too. The evaluation of work would be outcome based rather than linked to office hours. However, they would have to attend office everyday and remain present during office hours. They would be allowed to use office Computers. They must have good Proficiency in MS Office Tools, internet applications with efficient typing & data entry skill. They should have Sound knowledge to handle minimum hardware/ software trouble shooting.
  - a) To aid and assist in the following official works in various section of HT&H Department
    - I. Preparation and updating of Disaster Management Plan
    - II. Preparation of Sanction orders in IFMS for different sections.
    - III. Uploading information in BETA System.
    - IV. Preparation of Assembly Question Answers in Odia and English
    - V. Preparation of Draft Annual Activity Report & Governor's Speech
    - VI. Preparation of various reports in excel sheets
    - VII. Preparation of Standing Committee Report.
    - VIII. Preparation of CAG para.
    - IX. Preparation of draft Guidelines associated with implementation of various schemes of different sections
    - X. Updating data in Department Website.
    - XI. Preparation of draft Para-wise Comments for different sections.
    - XII. Generating reports/ information for meetings and other official purposes.
    - XIII. Preparing presentations for official meetings.
    - XIV. Management of daily official work and logistics support to the officials and other staff
    - XV. Preparation of link on all virtual meeting on Google meet, Zoom, MS Teams.
    - XVI. Any other works where typing skill is required.

**The eligible bidders, those have the capacity of providing the aforesaid services as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Part bid will not be taken into consideration.**

4. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the services to be performed before preparation and submission of their bid.
5. The various critical dates relating to the above tender process are as follows;

<b>Bidding schedule</b>	<b>Dateline</b>
Date of issue of Tender	02.09.2022
Tender Due date	16.09.2022
Opening of Technical Bid	17.09.2022
Opening of Financial Bid of Qualified Bidder	26.09.2022
Likely date for commencement of the service ( The commencement of service provided by the Service Provider should be the date of the execution of the agreement )	01.10.2022

6. The technical bids will be opened on **17.09.2022** at Conference Hall of HT&H Department, Lok Seva Bhawan, Bhubaneswar in the presence of the authorized representative of the participated bidders (limited to one only), if any, who wish to present at the meeting. The Financial bids shall be opened on **26.09.2022** at the same venue in the presence of the authorized representatives of the qualified bidders, who wish to attend the meeting.
7. Any form of consortium and joint venture is not allowed under this tender.
8. The Competent authority reserves the rights to reject any/ all bids and cancel the tender process without assigning any reasons thereof.

***Complete address :***

**The Under Secretary to Government,  
Department of Handlooms, Textiles & Handicrafts,  
Odisha Lok Seva Bhawan  
Bhubaneswar-751001**



**Eligibility criteria:**

SL No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	<p>The bidder should be registered under appropriate authority, such as</p> <ul style="list-style-type: none"> <li>• Registered under the Companies Act, 1956/ 2013.</li> <li>• Registered under the Indian Partnership Act 1932</li> <li>• Registered under the Limited Liability Partnership Act 2008.</li> </ul>	<p>Certificate of Incorporation/ Registration</p>
2	<p>Must have at least five years in business of providing manpower services (up to the last date of submission of bid) of similar type of Central/ State Government / Autonomous bodies/ Agencies/ Societies/ Corporate bodies</p>	<p>Copies of the work order / contract document / completion certificate from the previous authorities.</p>
3	<p>The Registered / Branch Office of the Service Provider must be located within the Jurisdictional area of Odisha.</p>	<p>Valid address proof of the office (Copy of the Telephone / Electricity Bill)/ Lease Agreement of the rented premises.</p>
4	<p>Must have average annual financial turnover of Rs.12.00 lakhs (two times the estimated cost of service) during the last five financial years as on Dt 31.03.2022. (2017-18, 2018-19, 2019-20 , 2020-21 &amp; 2021-22) from the business related to providing manpower services only.</p>	<p>Filled in <b>FORM-T1</b> along with certified copies of audited Income/ Expenditure Statement and Balance Sheet for the concerned period.</p>
5	<p>Must have its own bank account in any scheduled bank situated in Odisha.</p>	<p>Copy of the pass book and transaction statement for <u>last 6 months from the date of issue of the tender.</u></p>
6	<p>Must not have been blacklisted by any Central/ State Government or any other public sector undertaking or any authority during the recent past.</p>	<p>An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format. <b>[Form - T3]</b></p>
7	<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 should be furnished by the bidder as per the prescribed procedure and format. <b>[Form - T4]</b></p>

8	Other Statutory Documents to be furnished as part of technical bid:	Copies of : <ul style="list-style-type: none"> <li>• PAN,</li> <li>• GSTIN,</li> <li>• EPF &amp; ESI Registration Number</li> <li>• IT return for the last five assessment year of 2017-18, 2018-19, 2019-20, 2020-21 &amp; 2021-22.</li> </ul>
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***Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.***

***Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bounded. Each page should be numbered and certified by the authorized representative. Failure to comply with the tender requirements will result in outright rejection of the bid.***

**C. Submission of Bid :**

The bid complete in all respect as specified in the tender document must be accompanied with a Non- refundable amount of **Rs. 1000.00 (Rupees One Thousand only)** in the form of Demand Draft in favour of **“Under Secretary to Government, Handlooms, Textiles & Handicrafts Department”** towards **Bid Processing Fee** and a **“Bid Security Declaration form”** as per the format at FORM-T2 accepting that if the bidder withdraw or modify their bids during period of its validity, they will be suspended for a period of three years by the Authority. The bid complete in all respect should be submitted through Speed Post/ Registered Post/ Courier so as to reach by 16.09.2022 up to 5:00 PM to the authority.

The authority will not be responsible for any postal delay. Bids without BID processing Fee and Bid Security Declaration Form as applicable shall be out rightly rejected. Bids submitted after due date and time will be not be taken into consideration.

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 – TENDER FOR EXECUTION OF SPECIFIED SERVICES THROUGH SERVICE PROVIDING AGENCY IN HT&H DEPARTMENT.**

**AND**

**“FINANCIAL BID : TENDER FOR EXECUTION OF SPECIFIED SERVICES THROUGH SERVICE PROVIDING AGENCY IN HT&H DEPARTMENT.**

Both sealed envelopes must be kept in a third sealed envelope super scribing "TENDER FOR EXECUTION OF SPECIFIED SERVICES THROUGH SERVICE PROVIDING AGENCY IN HT&H DEPARTMENT.

The successful bidder will have to deposit a Performance Security of Rs. 16,740/- (Rupees Sixteen Thousand Seven Hundred Forty Only) in the form of performance bank Guarantee (PBG)/ Fixed Deposit Receipt (FDR) from any scheduled Commercial bank situated within Odisha in favour of "Under Secretary to Government, Handlooms, Textiles & Handicrafts Department" as per the format at "Annexure-I (Applicable for PBG only) for a period of Three months beyond the entire contract period (i.e. Performance bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Security. The Performance Security shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder as per the instructions of the authority.

#### **D. List of Documents for submission**

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

- a) Covering letter along with power of attorney on the bidder's letter head (**FORM-T1**)
- b) Bid processing fee as applicable
- c) "Bid Security Declaration". Form (**FORM-T2**)
- d) Copy of Certificate of Incorporation /Registration of the Service provider
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns for the last five assessment years ( 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).
- h) Copies of EPF&ESI Registration Number
- i) Copy of Bank Account details
- j) Copies of the financial audited statements for the last 5 financial years (2017-18, 2018-19, 2019-20 , 2020-21 & 2021-22).
- k) Copies of work orders from the previous clients for providing similar types of services during last 5 years.
- l) Undertaking regarding non-blacklisting (On stamp paper of Rs. 10.00 in shape of affidavit from the Notary (**FORM-T3**).
- m) Undertaking regarding non-pending of any judicial proceedings for any criminal offences (On Bidder's letter Head) (**FORM- T4**).



**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.**

**(Opening/ Evaluation of the Bid).**

All entries in the bid documents should be legible, in filled clearly and signed by the authorized representatives. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The technical bid shall be opened on **16.09.2022 at 11.30 AM** In presence of the authorities representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on **26.09.2022** in presence of the authorized representatives of the bidders.

The performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the technical bids and no request for any variation in quoted rates / withdrawal of bids on any ground by the bidder shall be entertained.

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

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the tender documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. ***In case of tie in the financial quote among the multiple qualified bidders, the bidder having higher average financial turnover for providing manpower services for the required period will be considered for award of contract.***

The Department may empanel more than 1 bidder for the purpose of rendering the afore mentioned services in order to ensure continuous supply of service. In this case, all the empaneled bidders would be required to match the rate of L1 Bidder.

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

The service provider shall be liable for all kinds of dues for outsourcing of services and the authority shall not be liable for any dues for availing the services.

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**

1. Department of Handlooms, Textiles & Handicrafts invites sealed bids from the eligible bidders for execution of specified services through Service Providing Agency.
2. The identified services should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently.
3. The service provider is responsible for delivering the specified scope of work with appropriately qualified resources.
4. The service provider should provide un-interrupted and continued quality oriented services during the contract period.
5. Utmost care must be taken to maintain cordial atmosphere of the office. Official information must not be revealed to outsiders and confidentiality must be maintained.
6. The agency must ensure optimal service delivery without any disruption with its own responsibility.
7. 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.
8. During the course of contract, care must be taken not to divulge certain qualified documents and intimation to third parties. Breach of this condition shall make the Service provider as well as any person associated with the same liable for penal action under applicable laws besides action for breach of contracts.
9. The Service provider shall be responsible for compliance of all statutory provisions relating to execution of services and as per minimum wages Act.

## SECTION-III

### SCHEDULE OF REQUIREMENT

The services to be executed by Service Providing Agency must be quality oriented and in consonant with the present day requirement.

The following services are required to be executed on day-to-day basis, in different sections of the Department. The resources provided by the service provider would assist the employees of the Department in the following activities:

- i. Preparation and updating of Disaster Management Plan
- ii. Preparation of Sanction orders in IFMS for different sections.
- iii. Uploading information in BETA System.
- iv. Preparation of Assembly Question Answers in Odia and English
- v. Preparation of Draft Annual Activity Report & Governor's Speech
- vi. Preparation of various reports in excel sheets
- vii. Preparation of Standing Committee Report.
- viii. Preparation of CAG para.
- ix. Preparation of draft Guidelines associated with implementation of various schemes of different sections.
- x. Updating data in Department Website.
- xi. Preparation of draft Para-wise Comments for different sections.
- xii. Generating reports/ information for meetings and other official purposes.
- xiii. Preparing presentations for official meetings.
- xiv. Management of daily official work and logistics support to the officials and other staff.
- xv. Preparation of link on all virtual meeting on Google meet, Zoom, MS Teams.
- xvi. Any other works where typing skill is required.

**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.
2. The Service Provider must comply the labour laws promulgated by Government of Odisha.
3. The Service Provider will be overall responsible for providing the required services. The Authority shall not be responsible for any financial loss owing to the execution of the service.
4. The service provider shall exercise adequate supervision to ensure services in accordance with the requirements.
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.
6. The Authority shall not be liable for any compensation in case of any fatal injury/death whatsoever during the course of execution of the services.
7. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
8. In case of any loss caused to the Authority during execution of the service, 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 by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
9. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of GST as applicable from time to time and submit the proof of deposit to authority for records.
10. 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.
11. The Services Provider shall raise the bill, in triplicate 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.
12. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Commissioner-cum-Secretary of the HT&H Department.
13. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/ agreement or suppression of facts will attract termination of contract with 30 days prior notice to the Service Provider.
14. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
15. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation.



Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

16. All disputes shall be under the jurisdiction of the court at Bhubaneswar, Odisha.
17. The agreement can be terminated by either party by giving 30 days' notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
18. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of monthly service dues and statutory dues.
19. 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.
20. The contract shall be cancelled immediately in case of future litigation.

SECTION — V

TECHNICAL BID

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

Department of Handlooms, Textiles & Handicrafts,  
Odisha Lok Seva Bhawan  
Bhubaneswar-751001

Sub: TENDER FOR EXECUTION OF SPECIFIED SERVICES THROUGH SERVICE PROVIDING AGENCY IN DEPARTMENT OF HANDLOOMS, TEXTILES & HANDICRAFTS.

Dear Sir,

I, the undersigned, offer to participate in the tender for execution of specified services through service providing agency 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 is found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

**Authorized Signatory  
with Date and Seal**

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_

**GENERAL DETAILS OF THE BIDDER**

1	Name of the Bidder	
2	Name of the Director /	
3	Bid Processing Fee details:	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4	Bid Security Declaration Form (FORM-T1)	Submitted (Yes/No.)
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 :
		Mobile Number:
7	Bank Name of the Service Provider	Account Number:
		Bank and Branch Name:
		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	Accept to all the terms & conditions of the tender (Yes/No).	
13	Power of Attorney / authorization letter for signing the of the bid documents	
14	Submission of undertaking towards 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.	
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**17. Financial Turnover of the bidder for the last 5 financial years.(\*)**

<i>Financial Year *</i>	<i>Financial Turn Over for providing manpower services Amount (In INR)</i>	<i>Average Turnover in INR]</i>
2017-18		
2018-19		
2019-20		
2020-21		
2021-22		

*\*As on Date .....(Copies of Audited Statement for the concerned period)*

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

(Attach separate sheet, if required)

<i>Sl No.</i>	<i>Period</i>	<i>Name of the Authority with complete Address &amp; Telephone No.</i>	<i>Type of services provided with details</i>	<i>Contract Amount (in INR) (lakh)</i>	<i>Duration</i>	
					<i>From</i>	<i>To</i>
1						
2						
3						
4						

**19. 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)**

**Name :**

Place: .....

Date: .....

**Enclosures:**

1. Bid Processing Fee in the form of Demand Draft in original
2. Bid security Declaration Form **(Duly filled in Form-T2 on Bidder's letter head)**
3. Copy of terms and conditions of the tender (each page must be signed and sealed)
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable



**FORM-T2**

**Bid Security Declaration Form**

**(On Bidder's Letter Head)**

**Tender Notice No:**

**Date :**

**To**

**The Under Secretary to Government,  
Handloom, Textiles & Handicrafts Department,  
Government of Odisha,  
Lokseva Bhawan, Bhubaneswar-751001.**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organisation) in witness whereof agree to submit this Bid Security Declaration Form as a part of Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the tender document. This declaration shall be in force, until the Selected Bidder is announced by the Client or in case we are declared as the Selected Bidder, this declaration shall be in force till we submit the performance Bank Guarantee as per the provisions of the tender document.

While this declaration is in force, we understand that the authority may reject our proposal and/ or blacklist us from participating in any further tendering process for a period of three years as may be deemed fit under the following reasons; \

1. We withdraw our proposal during the Bid validity period as specified in the tender document.
2. We do not respond to requests for clarification on our Proposal.
3. We fail to provide required information during the evaluation process or are found to be non-responsive or have provided false information in support of our qualification.
4. If we fail to :
  - a. Provide any clarifications to client
  - b. Agree to the decisions taken during any contract negotiations.
  - c. Sign the Services Agreement within the prescribed time period (15 days)
  - d. Furnish the required Performance Bank Guarantee in time.
5. Any other circumstance which holds the interest of the client during the overall tender process.

**Name of the Authorized Representative:**

-----  
**Signature of the Authorized Representative with Date and Seal**

**Address of the Bidder.**

**FORM-T3**

**Undertaking**

**(On the Stamp paper of Rs. 10.00 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) 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-T4**

**UNDERTAKING**

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

I, hereby undertake that there is no criminal case pending in any Court of Law against our 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/ my company have not been convicted of any offence in any Court in Odisha/India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

***Authorized***

***Signature [In full and initials]***

**Name and Designation of the Signatory:**

**Name of the Bidder and Address:**

## **TECHNICAL BID EVALUATION**

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the ***lowest and competitive evaluated bid price*** subject to fulfillment of the terms and conditions of the tender. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 Price. However, the decision of the authority shall be final during the overall selection process. ***In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover for providing manpower services for the concerned period among all technically qualified bids, will be considered for award of contract.***

**SECTION — VI**

**FINANCIAL BID**

**COVERING LETTER**

*(ON BIDDER'S LETTER HEAD)*

*[Location and Date]*

**To**

**The Under Secretary to Government,  
Department of Handlooms, Textiles & Handicrafts,  
Odisha Lok Seva Bhawan Bhubaneswar-751001**

**Sub: Tender for execution of specified services through Service providing Agency in Department of Handlooms, Textiles & Handicrafts**

Sir,

I, the undersigned, offer to execute specified services through outsourcing basis through Service providing Agency in HT&H Department in accordance with your Tender No \_\_\_\_\_, Dated: ..... Our attached financial price is ***[Insert amount(s) in words and figures]*** for the proposed service. This amount is exclusive 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**

**Name and Designation of Signatory with Date and Seal :**

**Address of the Bidder :**



**FINANCIAL BID**

**(FORM—F1)**

**(Administrative Charge)**

SI No.	Type of Services to be provided	Monthly rate in INR			
		Monthly Fee in INR	Other Statutory Charges like EPF & ESI		Total per month in INR
A	B	C	D	E	F
1.	Specified Services to be executed through Service Providing Agency	33,300			
2.	Sub Total : Monthly Deployment Cost in INR				
3.	Service Charges : @ _____ percentage of monthly deployment cost) in INR			<Insert amount of the calculated Service Charges in INR>	
4.	Total (Monthly Deployment cost + Service Charge) in INR				
5.	GST as applicable (@of _____ % in INR)				
6.	Administrative Charge in INR (Monthly)				

- Bidder with lowest evaluated competitive administrative charges(inclusive of GST) for the required service will be awarded with contract.
- The bidders will have to quote their "Service Charge" as a percentage at Sl. No. 3 and the respective service charge amount on monthly deployment cost by considering its administrative expenditure and other statutory liabilities.
- The bids with "Nil" or very abnormally low quoted service charges will be treated as "Non responsive" and will be rejected during the financial evaluation stage. In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover for providing manpower services for the concerned period among all technically qualified bids, will be considered for award of contract.

(Sign and Seal of Authorized Representative)

Name :

Seal and Date :

Place :

**SECTION — VII**  
**BID SUBMISSION CHECK LIST**

Si. No	Description	Submitted (Yes/No)	Page No.
<b>Technical Bid (Original)</b>			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder		
2	Bid Processing Fee as applicable		
3	Bid Security Declaration Form ( <b>FORM-T2</b> )		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last five Assessment years (2017-18,2018-19, 2019-20, 2020-21 and 2021-22)		
8	Copy of Valid EPF & ESI Certificate		
9	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 (2017-18,2018-19, 2019-20 and 2020-21 and 2021-22)		
10	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
11	List of completed / on-going services of similar nature along with the copies of work orders for the respective services.		
12	Undertaking for not having any police case pending against the bidder ( <b>FORM- T3</b> )		
13	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past. ( <b>FORM- T4</b> )		
<b>FINANCIAL BID (ORIGINAL)</b>			
14	Covering Letter		
15	Duly Filled in Financial Bid ( <b>FORM- F1</b> )		

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 AND PBG FORMAT  
(To be made on Rs. 100.00 Non Judicial Stamp Paper)  
SERVICE AGREEMENT**

This **SERVICE AGREEMENT** is made on \_\_\_\_\_ between,  
\_\_\_\_\_ (hereinafter called as the "**Authority**") of the 1st Part  
and \_\_\_\_\_ its principal place of business at  
\_\_\_\_\_ (hereinafter called the "**Service Provider**") of the 2nd  
Part.

**WHEREAS**

- (a) the "**Service Provider**", having represented to the "**Authority**" that he has the required manpower and other resources, has offered to provide the services 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 Conditions of Agreement**

**Appendix B: Scope of Work;**

**Appendix C: Contract Price and Payment Term;**

2. The mutual rights and obligations of the Authority and the Service provider shall be as set forth in the Contract, in particular :
  - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
3. The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Authority and in consideration of the Certificate of Satisfactory Performance of Service Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

**4. Mode of Payment**

The Service Provider will open a specific 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 Agreement.

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

**5. 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 services in the *[Insert the location]* 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 Agreement varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the Agreement.
- e) That this agreement is valid up to \_\_\_\_\_

*For and on behalf of [Authority]*

*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 Under Secretary to Government,  
Handlooms, Textiles & Handicrafts Department  
Lokseva Bhawan,  
Bhubaneswar-751001.

**WHEREAS** .....(Name and Address of the Service provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Contract No. ----- Dated\_-----to undertake the service .....(description of services) (herein after called "**the Agreement**").

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

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

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

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

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

This performance bank guarantee shall be valid until the\_\_\_\_\_ day of\_\_\_\_\_ year.

Out branch at \_\_\_\_\_ (Name and Address of the bank) is liable to pay the guaranteed amount depending on 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 dated \_\_\_\_\_ 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