

**e-TENDER CALL NOTICE**  
**Office of the Commissioner of Police,**  
**Bhubaneswar-Cuttack**

Sl. No.	Event	Tentative Schedule
1	PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR COMMISSIONERATE POLICE, HEADQUARTERS BUILDING, BHUBANESWAR AND NEW DCP OFFICE BUILDING, CUTTACK.  -----	
2	Publication of advertisement in Newspapers (if applicable)	By 13.08.2021
3	Display of Tender documents in M/s. MSTC Website ( <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> )	13.08.2021
4	Start of Download of Bidding Documents	13.08.2021.
5	Bid Security Declaration to be submitted to Dy. Commissioner of Police, Hdqrs., Bhubaneswar-Cuttack Odisha Bank account	On or before 04.9.2021
6.	The cost of tender documents Rs.1000/- should be submitted in favour of DCP-HDQRS BBSR-CTC in shape of DD/Cheque along with tender documents which is non-refundable.	Should be prepared by 04.9.2021
7.	Start date for submission of Techno commercial bid and price bid on website of MSTC	14.08.2021
8.	Last date & Time for submission of Techno commercial bid and price Bid on the website of MSTC	04.09.2021;16:00Hrs
9	Opening of Techno Commercial Bids	06.09.2021
10	Demonstration / Proof of Concept (POC) for evaluation / Technical demonstration by the qualified bidder before the Tech. Committee, if required any.	08.09.2021
11	Announcement of Technically Qualified Bidders and intimation to Bidders by email	09.09.2021
12	Opening of Financial Bids of Technically qualified bidders	13.09.2021
13	Display of comparative statement of the Financial Bids	13.09.2021
14	Reverse Auction date & time	14.09.2021 12:00 to 13:00Hrs
15	Issue of LOA	To be intimated later

Any change to the above schedule shall be notified on the MSTC website ([www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)) and Commissionerate Police website (<https://bhubaneswarcuttackpolice.gov.in/>). Interested parties are advised to regularly check these websites. Therefore, interested bidders are requested to register on MSTC portal for details e-tender and participation.

**Dy. Commissioner of Police, Hdqrs.,**  
**Bhubaneswar-Cuttack**  
**(Tender Calling Authority)**

**e-TENDER CALL NOTICE**  
**Office of the Commissioner of Police,**  
**Bhubaneswar-Cuttack**

**Tender Document-I**

2. E-tenders are invited from the eligible Service Providers/firms for Providing Outsourcing of services for cleaning and sweeping for Commissionerate Police Headquarter Building, Bhubaneswar and New DCP Office Building, Cuttack during the current financial year 2021-22 as listed below.

Sl. No.	Name of Item	Quantity
1.	<b>PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR COMMISSIONERATE POLICE, HEADQUARTERS BUILDING, BHUBANESWAR AND NEW DCP OFFICE BUILDING, CUTTACK</b>	Annexure –B to B2

2. Name of items along with detail technical Specifications, probable requirements against each item may be seen from MSTC LIMITED i.e., [www.mstcecommerce.com/eproc/](http://www.mstcecommerce.com/eproc/). The quantity may vary during indent of the items depending upon budgetary allocation.
3. Tender calling authority has the right to accept or reject the Tender(s) without assigning any reason thereof.
4. This tender shall remain valid for 1 year from the date of finalization of approved bidder for any of the listed items by the Purchase Committee or till the next tender floated by the indenter for same item whichever is earlier.
5. Date of Issue of e-Tender documents from **dtd.13.08.21**
6. Last date for receipt of e-Tender on **dtd.04.09.2021 16:00Hrs**
7. Date for opening of e-Tenders/Technical Bids on **dtd.06.09.2021**
8. The Tenders received after the stipulated date will not be taken into consideration and liable for rejection.
9. All disputes which may arise relating to tender are subject to judicial jurisdiction of the competent Court at Cuttack only.
10. It is to certify that this tender document **contains 41 pages.**
11. The cost of tender documents Rs.1000/- should be submitted in favour of DCP-HDQRS BBSR-CTC in shape of DD/Cheque along with tender documents which is
12. non-refundable. TENDER validity period 90 days from last date of submission of bid
13. Currency of TENDER Indian Rupees
14. Language of TENDER English

**Dy. Commissioner of Police, Hdqrs.,**  
**Bhubaneswar-Cuttack**  
**(Tender Calling Authority)**

**ANNEXURE-A**

**APPROX. ITEMS FOR WHICH SERVICE IS REQUIRED DURING THE CURRENT  
FINANCIAL YEAR 2021-22**

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<b>Sl. No.</b>	<b>NAME OF THE SERVICE</b>	<b><u>SERVICE TO BE PROVIDED</u></b>
1.	<b>PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR</b>  <b>i. COMMISSIONERATE POLICE, HEADQUARTERS BUILDING, BHUBANESWAR</b>  <b>ii. NEW DCP OFFICE BUILDING, CUTTACK</b>	<b><u>ANNEXURE-B TO B2</u></b>

## **Tender Document No. II**

### **GENERAL CONDITIONS OF THE CONTRACT**

1. The bidder / Supplier shall essentially be
  - a) An Original Service provider/Equipment Manufacturer, or
  - b) An Authorized Agent of the OEM having running business in the tendered items with good business track record.
2. Eligibility Criteria for the bidder:
  - (i) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a sole proprietorship, partnership or a Public/ Private Limited Company/firm registered under the Companies Act, 1956. A proof for supporting documents regarding legal validity of the bidder shall be submitted.
  - (ii) The bidder should have successfully carried out similar work i.e. House Keeping work in any Government Offices, PSUs, Corporate Institutions, reputed organizations worth at least Rs 5 Lakhs during last 5 years ending last day of month previous to the one in which tenders are invited. Completion Certificates from the clients should be submitted. The bidder without working experience as above will not be considered. (iii) **Financial Capacity:** The bidders should have minimum average turnover of Rupees 5 lakhs during the last three financial year ending 31<sup>st</sup> March, 2019.
  - (iv) **Registration:** The Bidder should be registered with Income Tax, GST and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable). Relevant proof in support shall be submitted.
  - (v) The bidder should not have been blacklisted by any Government Organization or PSU.
  - (vi) The bidders must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government Organization or PSU.
3. The bidder in proof of he being an OEM / Authorized Agent shall submit authenticated documentary evidence in this regard. The proof submitted earlier in some other context shall not be treated as valid and sufficient.
4. The e-tenders (also called bids), not submitted in prescribed format or in the prescribed manner, shall be rejected by the Tender Committee at the risk and responsibility of the bidder.
5. All the information as called for in the tender document should be submitted truly, clearly, legibly, transparently, unambiguously and without the use of abbreviations.
6. All the rates and amounts shall be quoted in Indian Rupees (IR) and shall be presumed to be in Indian Rupees unless specifically permitted to be quoted otherwise in this tender document.
7. The rates quoted shall be valid for a period of one year counted from the last date of receipt of the bids or submission of tenders.
8. Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
9. For the Companies and Corporations making the bids, the tender document shall be signed by the Managing Director. If it is otherwise, the authority to sign the tender paper on behalf of the Company / Corporation shall be enclosed. In case of partnership Firm, it shall

- be signed by the active Partner. In case of a Proprietary Firm, the tender document shall be signed by the Proprietor.
10. "Legal Status" of a bidder shall mean either proprietorship or partnership or private / public limited company or otherwise (to be specified), as the case maybe.
  11. All the documents and papers submitted with the bid should be either in English or in Odia and shall be authenticated under the seal and signature of the bidder unless specified otherwise in the tender document.
  12. All the promotional and technical literature of the products intended to be supplied should be submitted for proper appreciation of the bid, whether or not, specifically called for, in this tender document. This literature should also be in English or Odia.
  13. Submission of more than one competitive bid by the same firm in response to the tender call notice is prohibited. All such bids except one received first, will be cancelled at the discretion of the authority calling the bids. A bidder may however, offer in his bid more than one product of the same Original Equipment Manufacturer (OEM), if in his opinion all such products meet the prescribed technical specifications. In that case, he should submit "technical bids" of all such products separately but in the same prescribed format, in the same sealed single cover. Separate "financial bids" should also be submitted similarly in the same sealed single cover (see below for the meaning of sealed cover).
  14. The bidder may use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient. The information in the separate sheet of paper shall be in prescribed format and its page should be serially numbered and duly authenticated.
  15. All the information submitted or supplied in the formats of this tender document shall be presumed to be true.
  16. The Tenderer / Bidder shall submit an authentic declaration in a separate sheet giving / withholding consent with regard to sharing of its documents / information to the citizenry under the Right to Information Act 2005 in the prescribed Format.
  17. No firm/Company without valid GST Registration number and PAN shall be eligible for submitting bids. Firms blacklisted shall also not be eligible for participating in the bid.
  18. Copies of Valid Registration Certificates issued by competent Authorities under the GST Acts and Copy of PAN shall be enclosed to the Tender document. In no case, other certificates issued by authorities in lieu of such certificates shall be accepted.
  19. Copies of income Tax return, Audited Balance Sheets, P/L a/c and trading a/c of, previous year along with copies of CST/GST returns of previous year need also be enclosed to the Tender document.
  20. At the time of opening of Tender/Financial bid, the bidder will have to satisfy the competent authority that he is not only authorized as per his Registration Certificates to deal in the tendered item but he has also a running business in such items and he has the ability to supply the tendered quantity in prescribed time limit and to meet the warrantee conditions of the product.

21. The bidders of Odisha will have to submit GST Clearance Certificate in prescribed form obtained from competent authority and the bidders from outside the state shall submit an undertaking in the form of an affidavit (in enclosed format) stating that they have no business in Odisha and have no liability under the Odisha GST Act, at the time of submission of Tender.
22. As per Order No. F.2(1) Finance/G&T-SPFC/2017 dated 23.12.2020 the bidder shall furnish bid securing declaration in lieu of bid security (EMD), amounting Rs. 24,000 (Twenty Four Thousand) in prescribed format (Annexure - ) on the Odisha State Non Judicial Stamp paper of Rs 100/-, 30% surcharges shall also be paid on stamp duty.
23. Any bid not accompanied by a copy of the receipt / acknowledgement for depositing the Bid Security declaration shall be rejected and the tender will not be opened.
24. This tender document has prescribed a two-bid format for submitting the offers. It contains the “Technical” (Tender document No.V) and “Financial” (Tender document No.VI) bid formats. Both the bids shall be submitted online in “Technical-Cover 1” and “Financial-Cover 2 (I) and 2 (II)” bid. Both the bids (Technical & Price Bid) should be uploaded in the portal of MSTC (MSTC ecommerce link [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)). The remaining part of this tender document includes General Conditions of the Contract (Tender Document None), Special Conditions of Contract (Tender Document No. III), General Bid (Tender Document No. IV) and Annexures.
- iii. The bidder shall submit Technical and Financial bids separately for **COMMISSIONERATE POLICE, HEADQUARTERS BUILDING, BHUBANESWAR AND NEW DCP OFFICE CUTTACK**. Basing on the offered price eligible firms will be selected as L1 firm for both buildings separately.
25. No document as required and mentioned in the General/ Special conditions of contract shall be enclosed to the technical bid/ Financial bid documents unless otherwise specifically mentioned therein. All required documents shall be enclosed with the General bid proforma duly authenticated and serially numbered and page marked.
26. The tenders or the bids should be uploaded online only. No physical copies required to be sent offline.
27. All or any of the tenders (or bids) submitted can be rejected without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.
28. The Tenders/bids received in the prescribed time shall be opened by the tender committee at the prescribed date time and place. Any bid found incorrect or incomplete in any manner would be summarily rejected by the said committee.
29. The “Technical” bids shall be opened and scrutinized by the Technical Committee, only in respect of the bidders who have been found to fulfill all the prescribed criteria and conditions of this tender document other than technical specifications of the products. Only branded products shall be accepted unless otherwise mentioned in special conditions of the contract.
30. All the products, failing to fulfill the prescribed technical specifications, shall be rejected. Decision of the Technical Committee in this respect shall be final and binding.

The Technical Committee shall duly factor in to (i) Experience and past performance on similar contract for last two years (ii) Capability with respect to personnel, equipment and facilities (iii) Financial standing through latest ITCC, Annual Report (Balance Sheet and P/L Account) of last three years.

31. The bidder shall have to submit in separate paper mentioning complied or not complied against each column of the technical specification given in the tender document.
32. Notwithstanding an offered product meeting the prescribed technical specifications, it may be rejected, if it has not been tried and tested or used in Odisha Police with satisfaction. It may also be rejected if the bidder fails to successfully demonstrate its capability before the Technical Committee.
33. "Financial bids" shall be opened only in those cases, where one or more of the offered products have fulfilled the prescribed technical specifications. All financial documents like Registration Certificate issued under GST Acts and IT Acts, GST clearance Certificate, IT and ST returns, Audited Balance sheet, Trading a/c and P/L a/c shall be verified at the time of opening of financial bids.
34. All the prices quoted shall be F.O.R., destination i.e., Bhubaneswar which means that prices shall include the cost of delivery at destination if nothing otherwise is mentioned in the Special condition of contract.
35. The Purchase Committee shall discuss and deliberate on the past performance, experience, financial strength etc. of the bidders/suppliers as recommended by the Technical Committee, besides the rates quoted by them and select the L-I bid in most transparent manner, taking into consideration the relevant provisions of OGFR and Circulars and notifications issued by the Government of Odisha from time to time, so as to ensure that the selection is effected in most prudent and economical manner, without compromising the prescribed quality, from the most eligible bidder.
36. The authorities are not bound to accept the lowest financial bid. However, financial negotiations with firms other than the lowest bidder shall not be held without obtaining the prior approval of Government.
37. The order for supply may be placed on the successful bidders but the technical specifications (or quality requirements) for the purpose of supply shall be those, which were offered and accepted by the Technical Committee and not those specified in the tender document.
38. The service of Outsourcing Agency shall be verified to see whether those are in accordance with the technical specifications/compatibility (or quality requirements) for which the order was placed. If it turns out to be otherwise, the acceptance shall be refused at the risk and responsibility of the supplier. Further, the articles supplied if any, and found damaged shall not be counted as accepted until repaired or replaced to the satisfaction of the authorities.
39. All the transit risk shall be the responsibility of the supplier.
40. User manuals of the product replaced shall be supplied without being asked for and without being mentioned in the supply order. Moreover, it should be in English.

41. The service provider has to render un-interrupted service *within* the time specified in the work order. Failure to provide satisfactory service within the stipulated period as mentioned in the work order may lead to forfeiture of Performance security and blacklisting of the suppliers. If at all the delivery is allowed to be accepted after the due date, Liquidated Damages (LD) @ 0.5 % of the total amount of order (excluding taxes) per week or part thereof shall be charged, however that the LD shall not exceed 5% of the amount of order.
42. The supplier shall give a “Performance Warrantee” for a minimum period as mentioned at Sl.11 in the Special Conditions of Contract. The “Performance Security” may be forfeited partly or fully for failure to fulfill the terms and conditions of supply and post sales commitments/ obligations. The Bank Guarantee if furnished towards performance security should be enforceable and payable at Bhubaneswar and shall be valid for the period of warrantee (Performance Security has been defined on condition No.10 of Special Conditions of the Contract.)
43. All the clarifications sought from the bidders/ suppliers on technical specifications of the products or otherwise shall be promptly submitted in a transparent and unambiguous manner.
44. Terms & Conditions of the tender documents can't be negotiated for variation without obtaining prior approval of Govt.
45. Entire tender document, duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidders and shall be submitted in original.
46. All the disputes shall be subjected to the jurisdiction of civil Court situated at Cuttack.
47. The bidders shall submit all required documents along with tender. Under no circumstances, a bidder would be allowed to make any addition / alteration in any document related to tender or to submit required documents after receipt of tender by the tender calling authority.
48. Deduction of Tax at source shall be made at the appropriate rate in the applicable cases where the total value of supplies of taxable goods or services or both, under a contract where total values of such supplies exceeds Two lakh and fifty thousand rupees.
49. Any objection / suggestion / complaint by any bidder with regard to tender shall be intimated in writing to the tender calling authority. The Chairman / Members of Technical / Purchase Committee would not entertain any correspondence / discussion in the above matter.
50. The service provider shall provide satisfactory service *within* the time specified in the work order. Failure to provide satisfactory service within the stipulated period as mentioned in the work order may lead to cancellation of work order, forfeiture of Security/Performance security and shall be blacklisted. Further, the firm may be black listed on the following grounds:
  - I) Misbehavior/threatening of departmental and supervisory officers during execution of work/tendering process.
  - II) Involvement in any sort of tender fixing.

- III) Constant non-achievement of milestone on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- IV) Persistent and intentional violation of important conditions of contract.
- V) Security consideration of the State I.e., any action that jeopardizes the security of the State.
- VI) Submission of false/ fabricated/ forged documents for consideration of at the time of tender.

51. Restriction on public procurement for bidders of certain countries: -

- D) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II) "Bidder" (Including the term 'tenderer', 'consultant' or 'service provider' in certain contest) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders started herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country,
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An India (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV) The beneficial owner for the purpose of (iii) (d) above will be asunder:

- 1. In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, as a controlling ownership interest or who exercises control through other means. Explanation-
  - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

share holding or management rights or share holders arrangements or voting arrangements;

2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting along or together, or through one or more judicial person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V) An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Bidder to submit certificate in prescribed format Annexed with Bid document as Annexure- F.

52. Right to Terminate the Process:

- I) Inviting authority has no commitments, explicit or implicit, that this process will result in a business transaction with anyone
- II) This tender does not constitute an offer by Commissionerate Police Bhubaneswar – Cuttack. The bidder's participation in this process may result in Dy. Commissioner of Police, Hdqrs., Bhubaneswar-Cuttack selecting the bidders to engage in further responses, discussions and negotiations towards execution of a final contract. The commencement of any subsequent procurement activity resulting out of this tender does not signify a commitment by Commissionerate Police Bhubaneswar – Cuttack either to continue the activities or to culminate such activities with a definitive contract.
- III) Inviting authority reserves the right to withdraw this tender if it determines that such action is in the best interest of the organization without assigning any reason whatsoever. Shortlisted bidders would be issued formal Request for Proposal inviting their technical and commercial bids later, provided Commissionerate Police Bhubaneswar – Cuttack decides to go ahead with the process.
- IV) Inviting authority undertakes that all the information shared by the bidders will be held in strict confidence and will not be made public unless directed by court of law or under RTI norms.
- V) Authenticity of the Information and Right for Verification

VI) Inviting authority reserves the right to verify all statements, information and documents submitted by the potential bidder in response to the tender. Any such verification or lack of such verification by the Inviting authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the inviting authority their under.

VII) In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing of the contract or after its execution and during the period of project execution resulting out of the contract thereof, that one or more of the pre-qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet awarded the contract either by issue of the letter of intent or entering into a contract.

53. Authenticity of the Information and Right for Verification

I) Inviting authority reserves the right to verify all statements, information and documents submitted by the potential bidder in response to the tender. Any such verification or lack of such verification by the Inviting authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Inviting authority there under.

II) In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing of the contract or after its execution and during the period of project execution resulting out of the contract thereof, that one or more of the pre-qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet awarded the contract either by issue of the letter of intent or entering into a contract.

**Dy. Commissioner of Police, Hdqrs.,  
Bhubaneswar-Cuttack**

Seal & Signature of the bidder

**(Tender Calling Authority)**

## SPECIALCONDITIONOFTHECONTRACT

### Tender Document No. III

1. The Special Conditions given here shall prevail over the General Conditions.
2. Bid Security (E.M.D.): As per Order No. F2(1) Finance/G&T-SPFC/2017 dated 23.12.2020 the bidder shall furnish bid securing declaration as per **Annexure –H** in lieu of bid security (EMD). Any bid not accompanied by a copy of the receipt / acknowledgement for depositing the Bid Security declaration shall be rejected and the tender will not be opened. The local MSEs registered in Odisha with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC while participating in tenders shall be exempted from payment of Bid Security Declaration (Earnest Money). The bidders who are registered with NSIC for manufacturing of the tendered items are also exempted from payment of Bid Security (EMD). The firm have to submit required relevant document for consideration for exemption of EMD. For claiming EMD exemption the bidder should submit valid Government purchase enlistment certificate and store details certificate issued by NSIC in which the offered product must be included.
3. QUANTITY: Online bids in this tender document have been invited for the supply of the items listed below. Detailed technical specifications are available in the Annexure of “Special Conditions of the Contract” enclosed herewith.

Sl. No.	Particulars of the Service	Details of technical Specifications	EMD (In Rs.)
1.	PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR  i. COMMISSIONERATE POLICE, HEADQUARTERS BUILDING, BHUBANESWAR AND  j. NEW DCP OFFICE BUILDING, CUTTACK	In Annexure –B to B2	<b>Rs.24,000/-</b>

4. The quantities mentioned above are subject to variations. The rates quoted by the firms shall continue to be valid even if the quantities of items mentioned above are varied. Further the bidder(s) should certify that the rates quoted by it for any item(s) listed above shall remain valid subject to variation in any Govt. Tax Structure on the same (i.e., the base price of the item quoted shall remain valid irrespective of variation in the tax structure) for a period of one year from date of finalization of rate by the Purchase Committee.
5. It shall not be necessary to bid for all the items mentioned above. The firms/companies may bid for one or both the items depending on their convenience and submit E.M.D declaration accordingly.
6. If any equipment / item consist of different components, the bidder shall have to quote price for each component separately in the Financial Bid in the prescribed format enclosed in the Tender document including installation charges, if any.

7. The bidder shall submit along with this tender document a list of names, complete addresses. Telephone/FAX numbers of the customers to whom, the items, for which the bid has been submitted, have been supplied and installed in last three years, if any. A clear unambiguous statement shall be made if the services have not been provided anywhere in India so far.

8. The supplies shall be delivered to the authorities at the place indicated below.

	Name of the Authority & his address	Quantity
All items	Dy. Commissioner of Police, Hdqrs. Bhubaneswar –Cuttack, Bhubaneswar	As per Supply order

9. The supplier shall organize adequate training to acquaint the employees of the Organization regarding operation of the equipment in their own cost.

10. **Performance Security:** The successful bidder shall have to enter into an agreement with the Tender Calling Authority for successful delivery of services. In this regard the bidder has to furnish the security deposit to be called "Performance Security" at the rate of 10 % of the total amount of the order excluding all taxes in the form of NSC / Post Office Savings Bank A/c / FDR/Bank guarantee from any nationalized bank duly pledged in favour of Tender Calling Authority valid for the agreement period.

11. The services shall be outsourced for a minimum period of 1 year. It may be extended for another 1 year basing on satisfactory performance of the service provider.

12. The service provider shall repair or replace at his cost any supplies/ cleaning equipments that may go out of order during the contract period. The repair and replacement shall as far as possible be carried out within the premises, where the equipment has been installed.

13. **PAYMENT:** No advance payment shall be made. Payment will be made on quarterly basis after submission of satisfactory/successfully completion of service certificate and relevant monthly bills.

14. The bidder of Odisha will have to submit the GST Registration Certificate issued by the competent authority of Odisha along with GST returns (GSTR-3B & GSTR-1) filed for the last tax period. Similarly the bidder from the outside the state will submit the GST Registration certificate, copies of GST returns for last tax period and the affidavit enclosed as Annexure-D at the time of submission of e-Tender.

15. The selected bidders will have to enter into an agreement with the Tender calling Authority. The Agreement bond form duly filled in indicating the amount of "Performance Security" at the required rate as mentioned above and signed by the Tenderer with the attestation and common seal affixed with special adhesive stamp (Non-Judicial) not less than worth of Rs.10/-(Rupees ten) only should be submitted within 15 days on receipt of information from the tender calling authority. The first of the tender agreement should be written on the non judicial stamp paper of Rs.10/-. If stamp paper of Rs.10/- denomination is not available a number of small denominations may be used in that place.

16. The service shall be conforming to the technical specification as per Annexure-B to B2.

17. The bidder shall indicate the data in Technical bid format in Tender documents no.-V

18. The agency shall deploy required manpower, with cleaning materials and equipments to execute the job. In case of emergencies, cleaning and sweeping is to be immediately ensured by the agency.
19. The Commissionerate Police shall provide storage space for the agency at a suitable place inside the campus area. The agency shall ensure that all the cleaning tools/equipments along with required consumables etc. are kept at the appropriate place, specified for the purpose, as provided by department.
20. Utmost care should be taken while cleaning to avoid any damage to the fixtures and Accessories installed in the premises and in case of any damage, the agency will repair/replace to make the same normal/functional to its original state, at the cost of agency and the agency shall be liable to compensate the loss, if any to the Commissionerate Police, Bhubaneswar, which shall be recovered from the bills payable as accrued to the agency. Offices equipped with valuable/expensive assets should be cleaned with reputed materials with utmost care so as to ensure no loss/damage to the assets.
21. The agency will maintain a register in respect of cleaning and maintenance. The daily cleaning and maintenance work executed shall be recorded in the register. The entries in the register will be signed by the authorized supervisor of the service provider/contractor and authorized officer from Commissionerate Police. The agency shall maintain cleaning register indicating consumable materials brought in and consumables issued for each cleaning session. It will also include man-power deployed and cleaning work executed for each cleaning session. Each entry of the register will be signed both by the supervisor of the agency and authorized officer of Police Commissionerate. If any deficiency in services and in supply of branded materials is observed by authorized officers of Police Commissionerate he will indicate the same in the register and put up the same before DCP/HQ, who can impose appropriate penalty amount for the deficiency. However, the penalty amount for a month shall not exceed 10% of the average monthly payment value.
22. The waste materials if any, collected during the cleaning should be disposed of in earmarked dustbin of Urban/Rural Local Body.
23. The agency shall obtain written permission in respect of all its staff and officer for entry and working inside the institutional buildings and shall maintain records in this regard. Unauthorized entry and deployment of unauthorized person without proper permission from the authority is prohibited. Identity cards shall be provided by the firm to all the staff deployed for service.
24. The agency shall ensure that proper discipline is maintained by the staff and supervisors deputed by the agency, and they shall conduct soberly at all times while functioning inside the buildings. The conduct, safety and security of the staff and officials shall be the sole responsibility of the agency/service provider.
25. No advance payment will be made under any circumstances. Payment will be made/released on monthly prorata basis after submission of the bills of the sanitation services extended by the agency during the preceding month basing on the certification by concerned officer/In-charge authority of the Commissionerate of Police.

26. The job to be executed as per the instruction of the concerned officer/in-charge authority of Commissionerate of Police.
27. All the payments to the engaged service provider under the contract are to be transacted through Bank.
28. Names and other personnel details of the employees engaged by the Agency under this contract have to be submitted by the bidder/service provider and approved by the appropriate authority of Commissionerate Police, Bhubaneswar-Cuttack.
29. The Agency shall ensure that in the event of shortage of cleaning personnel on duty, the routine, cleaning and maintenance work shall be executed effectively by engaging substitute personnel at its own cost and expenses.
30. The assets and articles provided by the Commissionerate Police, Bhubaneswar-Cuttack, Bhubaneswar shall be property of the Govt. and the service provider shall be merely the custodians of such assets and articles. On termination of cleaning contract, any such property shall be handed over to the department in proper working condition
31. Commissionerate Police will provide electricity and water free of cost only for housekeeping purpose.
32. Tax/GST is applicable as per Law (GST & IT Act).
33. All cleaning personnel are required to turn up on their duty in neat uniform and Identity Card and cleaning appliances/accessories of reputed brand and quality, which are to be supplied by the Service Provider/ Agency. They will not change their clothes/uniform in open. The cleaners deployed should not squatter in the open verandah/lawns during leisure hours. Dignity and discipline of Commissionerate Police, Bhubaneswar-Cuttack, Bhubaneswar should be maintained at all times. Any deviation by the service provider will make him liable for penalty.
34. In case of stoppage of performance or non-attendance to the job in extending sanitation services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service, the job shall be forthwith executed by the O/O of Commissioner of Police, Bhubaneswar-Cuttack, Bhubaneswar at the risk and cost of the service provider/ agency through alternate agency and differential cost, if any, incurred by the Commissioner of Police, Bhubaneswar in the process shall be recovered from the agency/service provider from the bill of the same month.
35. In the event of stoppage of service, may it be due to the reason of strike declared by the employees/labour of the agency or be due to the effect of any strike or 'BUNDH' called by any trade union/association, the agency shall be liable for risk and cost action in the same manner as stated in above. Such stoppage shall not be considered as a ground of "Force Majeure". Besides the service provider/agency shall be liable for termination of contract with consequential cost, compensation and damages, if the job is not resumed within 15 days of stoppage noticed.
36. The Agency/Firm/Service Provider shall be directly responsible for payment of wages (Minimum wages as per Govt. rate including other benefits like E.P.F & E.S.I etc.) to all his

employees engaged under this contract as per Govt. rule. The Agency/Firm shall abide by all acts and rules of the central or state govt. as per jurisdiction such as Contract labour regulation and abolition Act, Payment of minimum wages act, Payment of bonus act, EPF and MP Act etc. and any other act or law as applicable.

37. Month wise detailed statement of wages paid to the employees including E.P.F/E.S.I deduction should be enclosed along with the monthly bill by the Agency and submitted to the designated Officer of the Commissioner of Police.
38. The Agency should have E.P.F registration number and a valid labour license under section 7 of the contract Labour (R & A) Act, 1970 and contract labour (R & A Central Govt. Rules, 1971) as applicable.
39. The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government.
40. The Firm/Agency shall comply the regulatory clauses of labour Act and shall not engage any Minor under this contract.
41. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident shall be the sole responsibility of the Firm/Agency. The Commissionerate Police shall in no way be liable for any such incident. The firm shall also ensure that all their personnel are aware of this and other conditions of the contract.
42. If there is any damage to the Commissionerate Police property or any other financial burden on the Commissionerate Police because of willful or negligent action by the Firm or its personnel, the Commissionerate Police shall be entitled to recover the same by means of compensation from the Service Provider/Agency.
43. The staff engaged by the Agency shall draw their remuneration from their Agency and will not claim any employment benefit from the Commissionerate Police at any time. The agency shall also be responsible for the statutory obligations of such personnel and shall indemnify the Commissionerate Police in the matter.
44. The Firm shall provide First Aid facilities at the work place.
45. Police Commissionerate, Bhubaneswar-Cuttack will not be liable to pay any compensation in the event of death and injury whatsoever on account of any accident in the course of performing the maintenance service. Police Commissionerate will not be responsible and held liable for any such death, injury or accident to employees and any other personnel so deployed by the Service Provider. In the event of Police Commissionerate is made liable to pay any damage or compensation in respect of such employees, the Service Provider shall reimburse such damages or compensation on demand from Police Commissionerate. The Service Provider shall indemnify Police Commissionerate from all claims for injury, death caused to any person.
46. The firm, its supervisors, its employees and any other acting for the purpose of the agreement shall maintain strict confidentiality of the information belong to Police Commissionerate that may have come into its/their possession or knowledge in the course of the service rendered

by them under this agreement. Such information shall not be diverted or disclosed to any other third party under any circumstances. The firm shall not hold it out as associated with Police Commissionerate in any manner other than for the purpose of rendering the service under this agreement.

47. The Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub contract any of its rights and obligations to any third party without the prior written permission from competent authority of Police Commissionerate.
48. Police Commissionerate shall not be responsible for any damage caused to the firm by natural calamities like flood, earth quake, cyclone or any other act of god, explosion, fire and riot etc.
49. In case of breach of agreement by the Service Provider, Commissionerate Police shall have a right of lien over all the properties of the firm lying in its premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money and Commissionerate Police shall be at liberty to terminate the agreement.

Seal and Signature of the bidder

**Dy. Commissioner of Police, Hdqrs.,  
Bhubaneswar-Cuttack**  
Signature of the Tender Calling Authority  
(With seal)

## **TENDER DOCUMENT –IV**

1. Items for which you have submitted the bid
2. For which of the items above you are the Original Equipment Manufacturer (OEM)
3. Give the location and Address of your factory
4. For the items listed at (3) above and where you have submitted the bid but you are not the OEM, indicate against each the names of the OEM
5. Kindly confirm by writing ‘ Yes ‘ or ‘ No ‘ only that you have been authorized by the respective OEMs either as dealer or as sale, supply and Servicing agent in respect of the items you are not the OEM
6. Which of the items, you have submitted the Bids for, will be fully or substantially imported, Indicate the country to be imported from
7. Have you enclosed the EMD? If yes, mention the amount and its identifying details
8. Have you enclosed all the documents and Papers called for in this tender document? As per **Annexure-C** (please enclose the documents serially as per above Annexure).
9. If the answer to (10) above is No which of the documents/papers called for in the tender document have not been enclosed (Kindly enclose a list of such documents/papers) (Use a separate sheet of paper if necessary)
10. Do you have a Post Sales –Servicing Centre in Odisha? If yes, give its Name Full Address, Fax and Tel. Nos.

**Signature of the bidder**

**Dy. Commissioner of Police, Hdqrs.,  
Bhubaneswar-Cuttack  
Seal and Signature of the Tender Calling Authority.**

## ANNEXURE-B

### Technical Specifications and Scope of Work of Commissionerate Police, Headquarters Building, Bhubaneswar and New DCP Office Building, Cuttack.

#### Scope of Work

- I. Commissionerate Police desires to outsource cleaning and sweeping services for Police Commissionerate, Hdqrs. Building, Bidyut Marg, Bhubaneswar and New DCP Office Building, Cuttack.
- II. The details regarding floor area of the building and outside area, frequency of cleaning, sweeping and materials to be utilized and requirement of cleaning material and equipments is indicated in Annexure-B1 and B2. The bidders may bid taking into consideration the eligibility criteria and their capability to undertake the work.
- III. The contract will be valid for 1 (One) year from the date of execution of agreement and may be renewed basing on satisfactory performance, for another year.
- IV. The successful bidder will have to undertake general sweeping, cleaning, mopping, dusting and maintenance of all floors, corridors, staircases and campus area. Similarly toilets and bath rooms shall be cleaned. Floor, doors, windows, wash basins, mirrors and other items in the toilets should be cleaned and maintained.
- V. Intensive cleaning of the floor, toilet and bath rooms shall be undertaken every Sunday.
- VI. Vertical surfaces and ceilings of all the rooms, windows (outside and inside), staircases, corridors, bathrooms, toilets etc. shall be cleaned properly once in 15 days.
- VII. The bidder will undertake special cleaning during special occasions such as Republic Day, Independence Day, Odisha Police Formation Day, Police Commissionerate Raising Day etc. However, such occasions may not exceed 6 in a year.
- VIII. The bidder shall undertake sweeping, cleaning, brooming and garbage collection of outside area (other than building) on daily basis to keep the area hygienic and tidy.

**Police Commissionerate Headquarters Building.**

<b>I. Floor area of the Building and Office space outside</b>				
<b>Floor No</b>	<b>Floor Area in Sqr Meter</b>	<b>No of Toilets (having Urinals &amp; commodes)</b>	<b>No of Bathrooms(having showers, commodes &amp; wash basin)</b>	<b>Outside Area in Sqr Metre</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Ground Floor	2137	10	10	4662
1st Floor	2274	10	10	
2nd Floor	1909	8	8	
3rd Floor	1981	8	8	
4th Floor	277			
<b>Total</b>	<b>8578</b>	<b>36</b>	<b>36</b>	<b>4662</b>

**II. FREQUENCY OF CLEANING**

<b>Sl no.</b>	<b>Frequency of Cleaning</b>
1.	1 <sup>st</sup> cleaning: Before 10 am
2.	2 <sup>nd</sup> cleaning: Between 2 pm to 3 pm

### **III. REQUIREMENT OF CLEANING MATERIAL**

<b>Sl. No.</b>	<b>Frequency of cleaning</b>	<b>Scale of cleaning material (monthly basis)</b>
1	Twice a Day	i. Floor Cleaner (Lizol) : 1.5 lts/100 sq. mtr of FLOOR AREA ii. Phenyl : 10 lits/toilet iii. Toilet Cleaning Liquid (Harpic) :- 2 ltrs./toilet iv. Air Freshner :- 1 no/Toilet v. Naphthalene Balls :- 100 gram/toilet vi. Bleaching Powder :- 1.5 kg/100 Sq. mtrs of outside area vii. Collin :-10 ltrs./Month

### **IV. REQUIREMENT OF CLEANING EQUIPMENT**

<b>Sl.No.</b>	<b>Equipment</b>
1	Mop (Wet & Dry)
2	Wiper
3	Cloth Duster
4	Coconut Broom
5	Flower Broom
6	Toilet Brush
7	Basin Brush
8	Wringer Trolley
9	Bucket for cleaner
10	Mug for cleaner
11	Dustbin

The list as indicated in (IV) above is not exhaustive .Besides ensuring adequate supply of cleaning equipment as indicated in (IV) above, special attention should be given by bidder for cleaning of Brass, Steel and Glass articles.

**ANNEXURE-B2**  
**New DCP Office Building Cuttack**

<b>I. Floor area of the Building and Office space outside.</b>			
<b>Name of the Building</b>	<b>Floor Area in Sqr Meter</b>	<b>No of Toilets</b>	<b>Outside Area in Sqr Meter</b>
New DCP Office, Cuttack	1868	16	3375

**II. FREQUENCY OF CLEANING**

<b>Sl no.</b>	<b>Frequency of Cleaning</b>
1.	1 <sup>st</sup> cleaning : Before 10 am
2.	2 <sup>nd</sup> cleaning : Between 2.30 pm-3.30 pm

**(III) REQUIREMENT OF CLEANING MATERIAL**

<b>Sl.No.</b>	<b>Frequency of cleaning</b>	<b>Scale of cleaning material (monthly basis) of reputed brand.</b>
1	Twice a Day	i. Floor Cleaner (Lizol) : 1.5 litres/100 sq. mtr of floor area ii. Phenyl : 8 litres/toilet iii. Toilet Cleaning Liquid (Harpic):- 1 litre/toilet iv. Air Freshner :- 1 no/Toilet v. Naphthalene Balls :- 100 gram/toilet vi. Bleaching Powder :- 1.5 kg/100 Sq. mtrs of outside area vii. Collin :-10 ltrs./Month

**(IV) MINIMUM REQUIREMENT OF CLEANING EQUIPMENT**

<b>Sl.No.</b>	<b>Equipment</b>
1	Mop (Wet & Dry)
2	Wiper
3	Cloth Duster
4	Coconut Broom
5	Flower Broom
6	Toilet Brush
7	Basin Brush
8	Wringer Trolley
9	Bucket for cleaner
10	Mug for cleaner
11	Dustbin

**ANNEXURE – ‘C’**  
**CHECK LIST OF DOCUMENTS TO BE ENCLOSED TO GENERAL BID FORM.**  
**(REFERENCE SL. 23 OF GENERAL CONDITIONS OF CONTRACT).**

Sl. No	NATURE AND TYPE OF DOCUMENTS REQUIRED.	WHETHER ENCLOSED		PAGE REFERENCE	
		Yes	No		
01.	Copy of power of attorney in the name of the authorized signatory.				
02.	Proof of legal entity (Certificates of incorporation, Registration under Companies Act./ Proprietorship/Partnership/ Firm).				
03.	Valid registration certificates issued under GST/IT Act by competent authorities.				
04.	IT return, Annual VAT returns, Balance sheet, PL Account and trading Account for last five years i.e. 2014-15, 2015-16 and 2016-2017. (Audited balance sheet shall be submitted.)				
05.	Labour contract License, EPF registration, ESI compliance certificate, PAN etc. (certificates are to be submitted).				
06.	a) VAT clearance certificate in form No-612 with validity up to 31.03.2018, GST returns. b) Affidavit by the bidders of outside Odisha declaring that they had no business in Odisha, nor they had any VAT liability.				
07.	a) EMD declaration of Rs 24,000/-in shape of BD/BC/NSC/FDR/Postal saving pass book in favour of DCP, Hdqrs., BBSR-CTC. b) Tender document fee (either in shape of D.D/B.D or receipt obtained from C.P. Hdqrs at the time of purchase of tender document).				
08.	Technical bid format (i.e. Tender document No.V) and financial bid (i.e. Tender document No.VI) should be separately sealed and clearly mentioned as Technical/ Financial bid with name of the firm and signature of the bidder.				
09.	Whether the firm has its branch/office in Bhubaneswar/Cuttack. If yes, the address, telephone number etc.				
10.	Proof of past performance regarding delivery of similar kind of service in any Govt./PSU/Reputed Organization, copies of work execution/completion/continuing order/letter from the service receiving authority in Annexure “E” with reference to General conditions of contract Sl. No. 1 (ii).				

11.	The bidder must not be under a declaration of ineligibility for corrupt fraudulent practices issued by any Govt./PSU/ organizations. (Affidavit to be furnished by the bidder).				
12.	The bidder must not have any record of poor performance, abandoned work having been black listed by any Govt./PSU. (Affidavit to be furnished by the bidder).				
13.	Annual Turnover- the bidders should have average turnover of Rupees 05 Lakh during last five financial years ending 31.03.2017. (Certificate from the statutory auditor be submitted).				
14.	Work experience- Bidder should have successfully carried out similar work (Ref. Sl. No.2 (ii) of General condition of the contract) during last 05 years. (Work completion certificate from the competent authorities of the organization where work completed be submitted).				

**Seal and Signature of the Bidder**

**TECHNICAL BID FORMAT**  
**Tender Document No. V**

1.	Name of the Service Provider	
2.	Full address of registered office Telephone Number Fax E-mail	
3.	Date of Incorporation	
4.	Date of Commencement of Business	
5.	(A) Details of earnest money deposited :- Instrument Name(DD/FD/NSC etc)____ :- Date :- :- Amount Rs. :- (B) Details of Tender cost deposited :- DD No./Receipt No._____ :- Date : _____ :- Amount Rs. _____	
6.	Nature of documentary proof regarding legally valid entity	
7.	PAN Number	:-
8.	GST Registration Number	:-
9.	ESI Registration Number	“-
10.	EPF Registration Number	:-

11.	Labour contract License indicating date of validity	:-	
12.	Financial Turnover for last 5 years		
13.	Financial year	Turnover in lakhs	Remarks
	2020-2021		
	2019-2020		
	2018-2019		
	2017-2018		
	2016-2017		
14.	Average turnover during last three years ending 31 <sup>st</sup> March 2021		
15.	Details of similar works executed Successfully during last five years :- (Work completion certificate from the clients should be submitted in respect of each work experience claimed)		

Sl.No.	Name and address of the client	Nature of work	Cost of work in lakhs	Duration of contract	
				From	To
1					
2					
3					

(Signature)

**[BIDDER'S NAME]**

**Name**

**Title**

**Signature**

**Date**

Seal/Stamp of Bidder

**PROFORMA FOR SUBMISSION OF AFFIDAVIT IN RUPEES OF TEN OF INDIA  
NONJUDICIAL STAMP PAPER BY THE FIRMS WHO ARE NOT REGISTERED  
UNDER ODISHA GST ACT.**

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I \_\_\_\_\_, Aged About \_\_\_\_\_ years son of  
Sri \_\_\_\_\_, the Proprietor of M/S \_\_\_\_\_

do here by solemnly affirm and declares as under:

1. That I am the deponent of this affidavit.
2. That I do hereby declares that I have not been registered under the Odisha GST Act and have not started any business in the State of Odisha till yet & we have no liability under the Odisha GST Act.
3. That I swear this affidavit to be produced before the concerned authority for future reference and record.
4. That the facts stated above are true to the best of my knowledge and belief and nothing has been concealed thereon.

Identified by me

Advocate \_\_\_\_\_ Deponent \_\_\_\_\_  
(Name :- \_\_\_\_\_ )

The above named deponent being identified by Shri-----  
Advocate \_\_\_\_\_ solemnly affirm and states before me that the  
contents of this affidavit are true to the best of his knowledge.

Dt.

Notary: \_\_\_\_\_

(With Seal Stamp)

**Checklist of documents to be submitted with General Bid form(as per special Conditions of Contract)**

<b>SL No.</b>	<b>Reference SL of Special Condition of Contract</b>	<b>Nature and Type of document</b>	<b>Whether enclosed</b>	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	
<b>1</b>		List of names, complete address, Telephone numbers of customers to whom the tender item had been supplied during last 3 years	Yes / No	Page Reference

Signature and Seal of Bidder.

**Restriction on public procurement for bidders of certain countries:-**

“I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Signature and Seal of Bidder.

**Annexure-G**

**From:-**

**The Bidder/ Tenderer**

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**To**

**The DCP, Hdqrs., BBSR-  
CTC(Tender Calling Authority)**

**Ref :-Tender No.\_\_\_\_\_ /**

**Dtd.\_\_\_\_\_**

**DECLARATION**

**It is unequivocally and unconditionally declared that the undersigned gives /withholds consent for sharing of the documents / information to the general citizenry under section 11 of the Right to Information Act 2005.**

**Place:**

**Date :**

**Signature with seal**

**Annexure – H**  
**Form of BID – Securing Declaration in Lieu of EMD**

To  
The Dy. Commissioner of Police , Hdqrs  
Bhubaneswar-Cuttack  
(Tender Calling Authority)

**Ref :-Tender No. / Dtd.**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a BID- Securing Declaration.

We accept that we are required to pay the bid security amount specified in the term and condition of Bid, in the following cases, namely: -

- a. When we withdraw or modify our bid after opening of bids;
- b. When we don't execute the agreement, if any, after placement of supply/work order within the specified period;
- c. When we fail to commence the supply of the goods or services or execute works as per supply/work order within the time specified;
- d. When we don't deposit the performance security within specified period after the supply /work order is placed; and
- e. If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand that this BID Securing Declaration shall expire if:-

- i. We are not the successful Bidder;
- ii. The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- iii. Thirty days after expiration of our Bid
- iv. The cancellation of the Procurement process; or
- v. The withdrawal of BID Prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:

Name:

In the capacity of

Duly authorized to sign the bid for and on behalf of:

Dated on

Corporate Seal:

**FINANCIAL BID FORMAT- (I)**

**FOR PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR COMMISSIONERATE POLICE, HEADQUARTERS BUILDING, BHUBANESWAR.**

**Tender Call Notice No.  
Tender Document No.-VI**

**PART-I**

1. Name and address of the Bidder.
2. States in which Business run.
3. IGST/CGST/SGST Registration Number.
4. PAN :-
5. Annual Turnover of Previous Financial year.
6. Whether the above Registration Certificates are valid / suspended / cancelled at the time of filing tender.
7. Whether up to date returns under all Acts filed?

**PART-II(A)**

Sl.No.	Items	Price in INR per annum	IGST	CGST	SGST	Total price per items per annum
	Cost of service					

**PART-II(B)**

Sl.No.	Items	Price in INR per annum	CGST	SGST	Total price per item per annum
	Cost of Floor cleaner				
	Cost of Phenyl				
	Cost of Toilet cleaning liquid				
	Cost of Air freshener				
	Cost of Naphthalene balls				
	Cost of Bleaching powder				
	Cost of Glass and fibre Cleaner				

**Grand Total (A + B) in INR per annum :- Rs.....(in words)**

1. Terms & Conditions of Delivery
2. Terms and Conditions of Payment
3. Preference for mode of payment of "Performance Security" –

Commissionerate Police Bhubaneswar – Cuttack may make necessary changes if felt appropriate based on the technical specifications suggestion received from interested bidders and the price bid would be opened from those bidders who qualify the above-mentioned Pre-Qualification criteria.

**Seal & Signature of the Bidder**

**FINANCIAL BID FORMAT-(II)**  
**FOR PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR NEW DCP OFFICE**  
**BUILDING, CUTTACK.**  
**Tender Call Notice No.**  
**Tender Document No.-VI**

**PART-I**

1. Name and address of the Bidder.
2. States in which Business run.
3. IGST/CGST/SGST Registration Number.
4. PAN :-
5. Annual Turnover of Previous Financial year.
6. Whether the above Registration Certificates are valid / suspended / cancelled at the time of filing tender.
7. Whether up to date returns under all Acts filed?

**PART-II(A)**

Sl.No.	Items	Price in INR per annum	IGST	CGST	SGST	Total price per items per annum
	<b>Cost of service</b>					

**PART-II(B)**

Sl.No.	Items	Price in INR per annum	CGST	SGST	Total price per item per annum
	<b>Cost of Floor cleaner</b>				
	<b>Cost of Phenyl</b>				
	<b>Cost of Toilet cleaning liquid</b>				
	<b>Cost of Air freshener</b>				
	<b>Cost of Naphthalene balls</b>				
	<b>Cost of Bleaching powder</b>				
	<b>Cost of Glass and fibre Cleaner</b>				

**Grand Total (A + B) in INR per annum :- Rs.....(in words)**

4. Terms & Conditions of Delivery
5. Terms and Conditions of Payment
6. Preference for mode of payment of "Performance Security" –

Commissionerate Police Bhubaneswar – Cuttack may make necessary changes if felt appropriate based on the technical specifications suggestion received from interested bidders and the price bid would be opened from those bidders who qualify the above-mentioned Pre-Qualification criteria.

**Seal & Signature of the Bidder**

**Online Submission of Techno-Commercial Bid and the Price Bid**

1. The e-tender will be on two bid system i.e. Techno-commercial Bid & Price Bid. The bidder shall submit the e-tender in two parts i.e. Part-1 and Part-2.
2. Part-1 is Techno-commercial Bid and Part – 2 (I and II) shall be only Price Bid. Both the bids(Techno Commercial & Price Bid) shall be uploaded in the portal of MSTC(MSTC ecommerce link [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) )
3. The detail e-tender documents will be made available in MSTC web-site: [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)
4. The e-tender documents for the above work duly filled in along with the specified EMD (RTGS/NEFT challan to be enclosed ) in favour of Dy. Commissioner of Police, Hdqrs., Bhubaneswar-Cuttack should be submitted by the bidder online **before the closing date and time in the MSTC e-commerce link [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)**. The date of opening of price bid of the qualified in technical bidding will be intimated to the bidders latter. The intending bidder should visit the site before quoting the rate.
5. The entire information in the e-tender schedule including the price bid shall be followed as per the online instructions.
6. In case of any **technical difficulties or bidding process or registration**, bidders are requested to contact M/s. MSTC as per the clause no C (Contact Person from MSTC)of annexure-H.
7. The Office of the Commissioner of Police, Bhubaneswar-Cuttack reserves the right to accept or reject in full or part of any or all e-tender without as signing any reason whatsoever.

**A. MSTC Transaction fees:**

8. MSTC shall collect non-refundable transaction fees @0.03% of the estimated value of Supply/ Works/Services per event from all the participating vendors subject to maximum of Rs. 10,000/- per event per vendor. GST to be paid extra as applicable on the transaction fees by the vendors through e-payment link.
9. The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
10. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same.

On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

11. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
12. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
13. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
14. E-tender cannot be accessed after the due date and time mentioned in NIT.

**B. Instructions on E-tendering on MSTC Website**

15. The entire process shall be held on the website of MSTC ([www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)).
16. Bidders are requested to read these instructions and terms and conditions before submitting their Bids.

**C. Contact Persons from MSTC**

Sl. No.	Name of Contact Person	e-Mail ID	Land Line No.	Mobile No.
1	TD M V Satya Sai	tsatyasai@mstcindia.co.in	0674-2950091	9441487624
2.	Keshav Arora	karora@mstcindia.co.in	0674-2950091	9830430434
3.	Ramavath Mahesh	rmahesh@mstcindia.co.in	0674-2544199	8801281004

**D. Configuration**

- a. The Bidder may note that the following configurations will be required to be undertaken in their Internet Explorer browsers for smooth functioning of the website and the e-auction portal.
- b. The system requirements are as follows:
  - i) Operating System-Windows XP Service Pack 3 or above
  - ii) Web Browser- IE7 and above
  - iii) Active-X Controls Should be able as follows:  
Tools=>Internet Options=>Security=>Custom Level=>Enable all Active-X Controls=>Disable "Use Pop-up Blocker"
  - iv) Java (JRE7 and above)
- c. To disable "Protected Mode" for DSC to appear in the signer box following settings maybe applied:

- i) Tools=>Internet Options=>Security=>Disable protected Mode If enabled -i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
- ii) Other Settings:  
Tools => Internet Options => General => Click On Settings under “browsing history / Delete Browsing History”=>Temporary Internet Files=>Activate “Every time I Visit the Webpage”

d. For systems settings related video, bidders may watch video (<https://drive.google.com/drive/folders/1sMADqaghca2WACm1lo4IaH7tEthIK72W>)

**Vendor Registration on MSTC portal:**

- a. All intending Bidders are required to register their firms/ companies as vendors on website of MSTC ([www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)). For online registration, the Bidder is required to click on the link ‘Register as Vendor’ provided on the above webpage. The Bidder needs to fill up the online form with appropriate details and submit. The Bidder should note that it is required to create its own user id and password during the process of filling up this form and no separate communication will be send for user id and password. The Bidder shall itself remain responsible for maintaining the secrecy of its user id and password.
- b. Upon successful submission of the online registration form, the Bidder shall receive an e-mail in its registered e-mail address confirming the registration.
- c. The Bidder can then login in the same website as mentioned above through the ‘Vendor Login’ section. The Bidder shall need a valid Digital Signature Certificate (DSC) along with user id and password to login. The DSC which shall be used during the first login shall get mapped with the user id and the same DSC shall have to be used for all subsequent logins and bidding. Hence the DSC should be in the name of the authorized signatory of the Bidder.
- d. A Bidder needs to register only once with the above website. The same registration can be used for bidding in various e-tender being processed in the above website.
- e. In case of any technical difficulties or bidding process or registration, bidders are requested to contact M/s. MSTC as per the clause no C (Contact Person from MSTC) of annexure –H tender schedule.

**E. Submission of EMD:**

As per Order No. F.2(1) Finance/G&T-SPFC/2017 dated 23.12.2020 the bidder shall furnish bid securing declaration in lieu of bid security (EMD), amounting Rs. 24,000 (Twenty Four Thousand) in prescribed format (Annexure - ) on the Odisha State Non Judicial Stamp paper of Rs 100/-, 30% surcharges shall also be paid on stamp duty. The Bid Security Declaration towards the EMD is to be made in favor of Dy. Commissioner of Police Hdqrs., Bhubaneswar-Cuttack or e-payment shall be made as per the following details:

**Beneficiary bank details**

EMD Amount	:Rs.24,000/- (Twenty Four Thousand)only
Beneficiary name	: DCP Hdqrs., Bhubaneswar-Cuttack .

The details of declaration i.e. amount, and name of the Bidder as registered in MSTC’s website may be sent through e-mail to [karora@mstcindia.co.in](mailto:karora@mstcindia.co.in) and [dcpqh2@nic.in](mailto:dcpqh2@nic.in)

## **F. Digital Signature**

- a. A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing & encryption type to be able to submit its Bid and to participate in the Reverse Auction on MSTC's website. For this purpose, Bidders shall be required to authorize its authorized signatory to procure a class III DSC of signing & Encryption type from any certifying authority or their authorized agencies in India.
- b. Bidders may kindly note that only one User ID will be mapped with a given DSC for the authorized signatory. DSC once mapped with a particular User ID of a Bidder will normally not be changed and therefore, the Bidders are advised to carefully select the DSC before forwarding the same to MSTC Limited for mapping. However in case of unavoidable circumstances where it is required to change the DSC mapping with a particular ID, it might be considered.
- c. The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder shall submit online.
- d. It will be the sole responsibility of the Bidder and its respective authorized signatory to maintain the secrecy of the password for the Digital Signature Certificate (DSC). The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by MSTC Limited / OMC

## **F. Online Submission of Techno-Commercial Bid and the Price Bid**

Please refer to Vendor's guidelines available under "Download Guides" in vendor's dashboard.

## **G. Uploading Documents**

Please refer to Vendor's guidelines available under "Download Guides" in vendor's dashboard

## **H. Deletion / Modification / Withdrawal of Bid.**

Please refer to Vendor's guidelines available under "Download Guides" in vendor's dashboard

## **I. e-Reverse Auction**

- a. After opening of the Price Bid Online, the Bidders who shall become eligible to participate in the Reverse Auction as per conditions of the e-tender call notice shall be known as the Qualified Bidders for e-reverse auction who will be intimated about their qualification for electronic auction through email. It shall be the sole responsibility of the Bidder to regularly check the email regarding the same. AIG Office or MSTC will not be responsible for non-receipt of email by the Bidder and its consequences.

- b. The Reverse Auction is the process of inviting binding Final Price Offer from Qualified Bidders through internet for the purpose of determination of the Selected Bidder (i.e. the Bidder who submits the lowest Final Price Offer at the conclusion of the Reverse Auction and issued LOA). During this process, the Technically Qualified Bidders shall be able to submit its Final Price Offer as many times as it wishes. The Qualified Bidders will remain anonymous to other Qualified Bidders participating in the Reverse Auction process as well as to MSTC. The Technically Qualified Bidders shall be able to see the prevailing lowest Final Price Offer against the mine, but the name of the lowest Qualified Bidder at any point of time will not be displayed. A Qualified Bidder shall have to put its Final Price Offer below the displayed lowest bid by a decrement to at least INR 1000.00 or multiples thereof to become the lowest Qualified Bidder. The Reverse Auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its Final Price Offer after the start of bid time and till the close time of the Reverse Auction. The current server time (IST) will also be displayed on the screen. In the event a bid is received during the last 8(eight) minutes before the scheduled close time of Reverse Auction, the close time of the Reverse Auction will be automatically extended by 8(eight) minutes from the last received bid time to give equal opportunity to all other Technically Qualified Bidders. This process of auto extension will continue till there is a period of 8 (eight) minutes during which no Final Price Offer are received.
- c. For example, assuming that the initial scheduled close time for a particular Reverse Auction is 1:00 pm and a Final Price Offer is received at 12:55 pm, the scheduled close time shall be revised to 1:03 pm. Again if a Final Price Offer is received at 1:01 pm, the scheduled close time shall be revised to 1:09 pm and so on. In the event that there is no further Final Price Offer received till 1:09 pm, the electronic auction will close at 1:09pm. The revised close time will be displayed on screen and the Qualified Bidders should keep refreshing its webpage to get the latest information.
- d. The above example is only illustrative and meant for guidance only.
- e. During the tender process for e auction, the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.
- f. Bidders in their own interest are advised to get themselves acquainted with the Reverse auction process of MSTC using manual/guides available in their login.

**Annexure – I**

**Cover Letter from the System Integrator**

**Company letterhead**

[Date]

**[Address]**

Police Commissionerate, BidyutMarg,  
Unit - V, Bhubaneswar, Odisha  
Pin code – 751001

**Reference: Notice on Tender to FOR PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR NEW DCP OFFICE BUILDING, CUTTACK.**

Dear Sir,

is to notify you that our company intends to submit a response to the TENDER for Comprehensive Maintenance for DIAL 100 Solution at Police Control Room in Cuttack & Bhubaneswar.

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Name:		
Designation:		
Address:		
Mobile No.		
e-mail ID		

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Commissionerate Police Bhubaneswar – Cuttack is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Commissionerate Police Bhubaneswar – Cuttack in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process or offering or accepting unduly favors from our company in the short-listing process, we are liable to be dismissed from the selection process or termination of the contract during the project. If selected to do so, for undertaking the project for Comprehensive Maintenance for DIAL 100 Solution at Police Control Room in Cuttack & Bhubaneswar.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.



**Annexure – J**

**LITIGATION IMPACT STATEMENT**

**Company letterhead**

[Date]

[Address]

Police Commissionerate, BidyutMarg,

Unit - V, Bhubaneswar, Odisha

Pin code – 751001

**Reference: Notice on Tender to PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR NEW DCP OFFICE BUILDING, CUTTACK.**

Dear Sir,

We have read and understood the contents of the Notice on Tender and pursuant to this hereby confirm that we satisfy the eligibility criteria laid out therein.

We hereby confirm that save as may be set out in the schedule attached to this statement, there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect **FOR PROVIDING OUTSOURCING OF SERVICES FOR CLEANING AND SWEEPING FOR NEW DCP OFFICE BUILDING, CUTTACK.**

(Signature)

(In the capacity of)

Duly authorized to sign the TENDER Response for and on behalf of:

Sincerely,

**[BIDDER'S NAME]**

**Name**

**Title**

**Signature**

**Date**

Seal/Stamp of Bidder