

# Odisha Judicial Academy, Cuttack

## TENDER DOCUMENT FOR HOUSE-KEEPING SERVICES

Period of contract	<b>One year</b>
Start date for submission of the Tender Form	<b>13/11/17</b>
Last Date & time for submission of tender Form	<b>11/12/17 05:00 P.M</b>
Date and time of opening of Technical Bids	<b>12/12/17 11:00 A.M.</b>
Date and time of opening of Financial Bids.	<b>12/12/17 01:00 P.M</b>
Performance Security	<b>10% of total bid value</b>
Bid Security	<b>Rs.30,000/-</b>
Cost of Tender Document	<b>Rs.2000/-</b>

### (A) INVITATION OF BIDS:-

- 1 Bids are invited from reputed Firm/Agencies, having valid registration from Competent Authority to run House-Keeping Agency and business in Odisha, who can provide sufficient number of trained house-keeping staff in the campus of Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanashi, Cuttack-753014.
- 2 Firms are advised to study the tender document carefully before submitting the Bid Form. It will be presumed that the Agencies/Firms have considered and accepted all the terms and conditions of this tender. No enquiry whatsoever, verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Bids must be unconditional.
- 3 Separate (duly filled) Bids should be prepared in accordance with the prescribed format **Annexure-I** (Technical Bid i.e. Details of the Agency) and **Annexure-II** (Financial Bid) of the tender document, and be submitted in physical form in the Office of the Dy. Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanashi, Cuttack-753014.
- 4 The Bid must be accompanied by an Earnest Money Deposit (EMD) / Bid Security of **Rs.30,000/- (Thirty Thousand only)**, in the form of Bank Draft in favour of Director, Odisha Judicial Academy.
- 5 The Bid must also be accompanied by a Draft of Rs.2000/- towards Tender Document Cost which is non-refundable, in the form of a Bank Draft in Favour of the Director, Odisha Judicial Academy.
- 6 The tender form is non-transferable.
- 7 The prospective bidder shall furnish the following documents along with their technical bid (**Annexure-I & Annexure-III**):-
  - (i) Self attested copy of PAN card, issued under Income Tax Act;
  - (ii) Self attested copy of G.S.T Registration Number;
  - (iii) Self attested copy of Valid Registration No. of the Agency/Firm;
  - (iv) Self attested copy of valid Employee Provident Fund Registration Number of the firm an employer;
  - (v) Self attested copy of valid ESI Registration Number;

- (vi) Self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
- (vi) Bid Security of **Rs.30,000/- (Thirty Thousand only)**.
- (vii) Cost of Tender Document **Rs.2000/- (Two Thousand Only)**
- (viii) A duly signed undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of Odisha and no criminal case is pending against the said firm/agency;
- (ix) Undertaking showing Terms and conditions duly accepted/signed with the stamp of the prospective bidder;
- (x) Proof to the effect that bidder has experience of providing similar work for at least last three consecutive years.
- (xi) Each Page of the tender document be signed and stamped by the authorized signatory and submitted along with technical bid.

**(B) Schedule for inviting tender:-**

Name of the Client: **Odisha Judicial Academy.**

The Tender should be submitted physically in a sealed cover/envelope, super-scribing thereon “Tender for Providing Housekeeping Services” along with the requisite documents, in the office of the Dy. Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanashi, Cuttack-753014., on or before up to **11/12/17 05:00 P.M.**

Technical Bid Opening date and time will be on **12/12/17 11:00 A.M.**

Financial Bid Opening Date and time will be on **12/12/17 01:00 P.M**

**(C) ELIGIBILITY:-**

- 1 The bidder must have the experience of providing similar work for at least last three consecutive years in any of the Departments / Autonomous Institutions / Universities /Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities. Proof to this effect to be attached with Technical Bid.
- 2 The bidder firm/agency/company should have a valid registration , Permanent Account Number (PAN) of the Income Tax Deptt; G.S.T Registration Number; Registration No. of the Agency/Firm; Employee Provident Fund Registration Number; ESI Registration Number; License Number under Contract Labour Act, and proof of the same must be enclosed with the tender paper.
- 3 The bidder should submit an undertaking with the Technical Bid to the effect that he or his firm has not been black listed by any of the Departments/Organizations of the Government of India/Government of Odisha and no criminal case is pending against the said firm on the date of submission of this bid (Prescribed Performa as per Annexure III).

- 4 The bidder should have registered the firm or in his/her name or the name of firm/company and the company should have the capacity of providing required number of trained Housekeeping Staff.
- 5 Resolution of Board meeting authorizing the person to sign tender document (if applicable) must be filed with tender paper.
- 6 The bidder should submit an undertaking with the Technical Bid to the effect that terms and conditions of the Tender are duly accepted /signed with the stamp of the prospective bidder.

**(D) PROCEDURE OF SUBMISSION OF BIDS:-**

1. Separate Bank Drafts of Rs.30,000/- (Thirty Thousand only), on account of Earnest Money Deposit (EMD) and of Rs. 2000/- on account of Tender Document Cost in favour of **Director, Odisha Judicial Academy**, should be deposited physically in the Office of the Dy, Director, Odisha Judicial Academy, along with the Tender Documents.
2. Financial Bids will be opened only of those firms which qualify technical bid.
3. The Bids will be rejected if information given therein is found false or detected to be incorrect or incomplete in any manner what so ever, at any stage prescribed in the tender or if any ineligibility is detected, and no correspondence thereof shall be entertained, whatsoever.
4. The Bid Security will be forfeited in the following conditions:-
  - (a) If at any stage, any of the information/declaration given by the bidder is found false.
  - (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
  - (c) In case of any lapse/default in honoring the terms and conditions of the tender at any stage after submission of the bid.
  - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

**(E) TERMS & CONDITIONS:-**

- 1 The bidder shall invariably ensure the time bound confidential movement related to manpower.
- 2 The bidder should take care that no column in the Technical as well as Financial Bid is left blank which would make the tender liable for rejection. In case any column has to be left blank, it should be filled as "NOT APPLICABLE".
- 3 Any act on the part of the bidder to influence anybody in the Odisha Judicial Academy will entail rejection of the tender.
- 4 The successful bidder shall have to deposit a performance security by way of a Bank Guarantee amounting to the 10% of total bid value in the name of Director, Odisha Judicial Academy, within one month of award of tender. The amount so deposited will carry no interest and the same is refundable after expiry of the contract period, subject to

- performance of the House-keeping work to the satisfaction of the Odisha Judicial Academy.
- 5 The successful bidder shall not engage any sub-Contractor and shall no transfer the contract to any other person/firm/agency in any manner, whatsoever. The bidder shall not be permitted to transfer his rights and obligations under the contract to any other person/organization or otherwise.
  - 6 Tenders not conforming to the requirements of the **Odisha Judicial Academy** will be rejected and no correspondence thereof shall be entertained, whatsoever.
  - 7 Any person who is in Govt. service or an employee of this **Academy** should not be made partner to the contract by the Bidder directly or indirectly, in any manner whatsoever.
  - 8 The Bidder shall indemnify the **Odisha Judicial Academy** against all other damages/charges and expenses for which the **Odisha Judicial Academy** may be held liable or may have to pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The **Odisha Judicial Academy** shall not be responsible financially or otherwise for any injury to the person deployed by the Bidder during the course of performing duties. The antecedents of the employees must be verified by the bidder.
  - 9 The rate contract is for one year and the **Odisha Judicial Academy** reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time, upon the satisfactory functioning of the Bidder.
  - 10 It should be ensured that the House-Keeping staff deployed in the campus of **Odisha Judicial Academy** should possess good physique, vision, and of good antecedents duly verified by the police,
  - 11 All the House-keeping staff and Supervisor should carry/affix the badge, showing their photographs. The bidder shall not deploy/remove any personnel without informing the authorized person of the **Odisha Judicial Academy**.
  - 12 The Bidder shall not employ any person who has not completed Eighteen years of age. The Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Bidder, there will not be any liability on the **Odisha Judicial Academy**.
  - 13 The **Odisha Judicial Academy** will be under no legal obligation to provide employment to any of the personnel of the Bidder during / after expiry of agreement period and the **Odisha Judicial Academy** recognizes no employer-employee relationship between the **Odisha Judicial Academy** and the personnel deployed by the Bidder/agency.
  - 14 The **Odisha Judicial Academy** shall have the right to ask for removal of any House-keeping personnel engaged by the agency, who is not found to be competent, disciplined and orderly in discharge of his duties.
  - 15 Payment of salary to the staff by the agency should be made through Cheque/ECS and quarterly bank statement shall be furnished by the firm to the Academy.

- 16 The Agency/Firm shall submit the details of the House-keeping Personnel deployed in the campus of **Odisha Judicial Academy** such as Name, Address, and the police verification about their antecedents.
- 17 The **Odisha Judicial Academy** reserves the right to change any House-keeping personnel any time without assigning any reason and the agency is bound to provide the substitute within one hour.
- 18 The Director, **Odisha Judicial Academy** reserves the right to terminate the contract without assigning any reason by giving a notice of to the Bidder at any point of time during any of the years of the contract for express violation of the terms of the contract or for other illegal activates etc.
- 19 The Firm/agency shall be responsible for the payment /statutory obligations under labour laws such as EPF, ESI, Gratuity, Leave, Weekly off Days etc. to its personnel. The agency will produce before the Academy, documentary proof every month, of the accounts of contribution of G.S.T, ESI and EPF.
- 20 No person shall be absent from duty without prior intimation and permission of authorized officer of the **Odisha Judicial Academy** and no person shall perform double duty, failing which it shall invite a penalty of Rs. 1,000/- on each occasion and habitual offender in this regard shall be removed from the **Odisha Judicial Academy**. The penalty on this account shall be deducted from the agency's bill.
- 21 The staff engaged by the agency shall be available all the time as per their duty roaster and they shall not leave their place of duty without the prior permission of the authorized officer of the **Odisha Judicial Academy**. Adequate supervision will be provided to ensure correct performance of the House-keeping services in accordance with the prevailing assignment /instruction agreed between the two parties in order to exercise effective control and supervision over the staff deployed by the agency. The supervisory staff will move in their areas of responsibilities.
- 22 All liabilities arising out of accident or death while on duty shall be borne by the agency.
- 23 After finalization /acceptance of the tender, an agreement will be signed between successful bidder / House-keeping agencies & and the Odisha Judicial Academy's authorised person.
- 24 The **Odisha Judicial Academy** reserves the right to cancel or reject all or any of the tender without assigning any reason.

**(F) DUTIES OF HOUSE-KEEPING PERSONNEL:-**

Cleaning, Washing & Dustings etc. are to be carried out daily in mechanized way for which all the materials like brushes, pressure pipe, phenyl, nepthalin balls, dusters, wire buckets, brooms, swabs required flush clean soaps, chemicals etc. apart from Single Disk scrubbing machine, Vacuum cleaners, Auto scrubber, Jet High pressure, Bag cleaner, Wet and Dry machine, Road Sweeping (Clean of Dust) will be provided by the bidder. The use of acid(s) shall be avoided to the maximum.

The housekeeping work also includes Pest Control, Cleaning and Dusting of Furniture as per appropriate methods. Cleaning of the outer walls of the Academy building including Glass and ACP fittings therein are to be considered as part of the duty. The intending agencies are requested to visit the academy during any working day to ascertain the proposed work.

The agency/firm will ensure that all the housekeeping work as detailed in **Schedule "A"** are to be done to the satisfaction of the authorities of **Odisha Judicial Academy**.

**PENALTIES:-**

1. In case any complaint is received attributable to misconduct /Misbehavior of agency's personnel, a penalty of Rs.1,000/ for each such incidents shall be levied and the same shall be deducted from the agency's bill. Further the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence / execute the work stipulated in the agreement or there is un-satisfactory performance or does not meet the statutory requirements of the contract, the **Odisha Judicial Academy** reserves the right to impose the penalty as detailed below:-
2. For not reporting to the duty by the House-Keeping Personnel in time a minimum penalty of Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
3. For misbehavior of the **House-keeping Personnel** Rs.1000/- will be imposed per default and maximum penalty as decided by the Competent Authority. For not providing substitute **House-keeping Personnel**, Rs.2000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
4. For causing damage to the public property: Three times the market value of the damaged property or Rs.5000/- whichever is higher, per default.
5. For breach of any of the conditions of the contract -- Termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.
6. If House-keeping work/cleaning is not observed up to the satisfaction of the **Odisha Judicial Academy**, a penalty of minor fine of Rs. 1000/- per incident or a major fine of Rs. 5,000/- per incident will be imposed on the agency.
7. The House-keeping Personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which it shall invite a penalty of Rs. 1000/- on each occasion and habitual offender in this regard shall be removed from the **Odisha Judicial Academy**. The penalty on this account shall be deducted from the agency's bill.
8. For persistent breach or unsatisfactory services -- termination of contract along with forfeiture of performance security and blacklisting.

**(G) PAYMENT TERMS:-**

The payment shall be on monthly basis made on submission of the bills (In triplicate) after the satisfactory completion of the work assigned, at approved rates after deducting penalties & Statutory Dues if any. No advance payment will be made. Income Tax will be deducted at source under Section 194-C of Income Tax Act against the gross payments made to the service provider on the basis of income comprised therein. Any other deduction at source shall be made as and when directed as per the Government instructions.

**(I) BID EVALUATION CRITERIA:-**

- 1 In case it is found that the bidder as per the requirement of the bid has not quoted any specified item his bid on that particular item, shall be evaluated on the basis of highest quoted rates.
- 2 From eligible, the Department Bid Evaluation Committee shall select the bidder who is charging reasonable rate.

**TECHNICAL BID**  
**(DETAILS OF THE AGENCY)**

Name of the Firm/agency:	
Address	
Address and Tele. No. of the Bidder	
Registration No of the Firm:	
Name, Designation, Address & Tel No. of the Authorized person to deal with:	
Constitution of the Firm (Attach proof):	
G.S.T. Registration. Number:	
SAC Code	
Provident Fund Registration Number:	
ESI Registration Number:	
License Number under Contract Labour Act:	
Experience details of Last three consecutive years for providing similar work.	
Whether the Agency has been blacklisted by any of the Departments/Organizations of the Government of India/ Government of Odisha and any criminal case is pending against the said firm/agency:	
Whether Terms and conditions of Tender duly accepted	
Details of Earnest Money	
List of References:	

This is to certify that I/we have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Place:  
Date: \_\_ / \_\_ /2017

Signature of the Bidder  
Name of the Signatory  
Name of the Firm/agency  
Seal of the Firm/Agency



FINANCIAL BID

Name and address of the Bidder: \_\_\_\_\_

To,

Dy, Director  
Odisha Judicial Academy  
Sector-1, CDA, Abhinav Bidanashi,  
Cuttack-753014

Sl. No.	Description of work	House-Keeping & Cleaning	
		Supervisor	Sweeper
(a)	Basic Wages(BW)		
(b)	Employee State insurance(ESI)		
(c)	Employee Provident Fund(EPF)		
(d)	Administrative Charges		
(e)	Other charges, if any		
(f)	Total Cost Per Head		
(g)	<b>Number of Personnel</b>		
(h)	Total Cost of Manpower		
(i)	Cost of Materials to be supplied like brushes, pressure pipe phenyl, naphthalin balls, dusters, wire buckets, brooms, swabs required flush clean soaps, chemicals etc. including pest control.		
(j)	<b>TOTAL</b>		
(K)	Sum Total		
	<b>GRAND TOTAL</b>		

..... % of Taxes on the Monthly Bill.

Signature of the Bidder

Place:

Name of the Signatory \_\_\_\_\_

Date: \_\_ / \_\_ /2017

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

**Annexure III**

**UNDERTAKING**

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against my firm/agency as on \_\_\_\_\_.

Place:

Date: \_\_\_ 2017

Signature of the Bidder \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

## SCHEDULE 'A'

**Following areas need House-Keeping and Cleaning Services**  
(Total Carpet Area is nearly 1,04,848 Sq Feet.)

1. Academic Block including V.I.P. Suits. (G + 5 Floors)
2. Auditorium & Amphitheater, adjacent rooms and bathrooms and judges lounge
3. Residential Block (Hostel of the Academy) including study rooms. (G + 3 Floors)
4. Gym& Canteen including the Kitchen.
5. Open area of the Entire Campus( Paved Road and Parking Area)