

# Odisha Judicial Academy, Cuttack

## TENDER DOCUMENT FOR SECURITY SERVICES

Period of contract	<b>One year</b>
Start date for submission of the Tender Form	<b>22/05/17</b>
Last Date & time for submission of tender Form	<b>19/06/17 5:00 P.M</b>
Date and time of opening of Technical Bids	<b>20/06/17 11:00 A.M.</b>
Date and time of opening of Financial Bids.	<b>20/06/17 01:00 P.M.</b>
Performance Security	<b>10% of total Bid Amount.</b>
Bid Security	<b>Rs.10,000/-</b>
Cost of Tender Document	<b>Rs.2000/-</b>

### **(A) INVITATION OF BIDS:-**

- 1 Bids are invited from reputed agencies having valid registration from Competent Authority to run Security Agency and business in Odisha, for engaging Security Guards (1 supervisor + 7 Guards, of whom Supervisor should be ex-serviceman), to be deployed in three shifts of eight hours each at the 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 **Rs10,000/- (Ten Thousand only)**, in the form of Bank Guarantee in favour of Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanashi, Cuttack-753014.
- 5 The Bid must also be accompanied by a Draft of Rs.2000/- towards Tender Document Cost in the form of Bank a Draft in Favour of the Director, Odisha Judicial Academy, which is non-refundable.
- 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 No. card under Income Tax Act;
  - (ii) Self attested copy of Service Tax Registration Number;
  - (iii) Self attested copy of Valid Registration No. of the Agency/Firm;
  - (iv) Self attested copy of valid Provident Fund Registration Number;
  - (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;
- (vii) Bid Security of **Rs10,000/- (Rupees Ten Thousand only)**.
- (viii) Cost of Tender Document **Rs.2000/- (Two Thousand Only)**
- (viii) An 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) 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 service for at least last three consecutive years.

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

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

The Tender should be submitted physically along with the requisite documents in the office of the Dy. Director, Odisha Judicial Academy, Cuttack, on or before up to 19/06/17 **5.00 P.M.**

Technical Bid Opening date and time will be on **20/06/17 11:00 A.M.**

Financial Bid Opening Date and time will be on **20/06/17 01:00 P.M**

**(C) ELIGIBILITY:-**

- 1 The bidder should have the experience of providing similar Service with turnover of Rs5,00,000/- (Rupees Five lacs) p.a. 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 valid registration such as Permanent Account Number (PAN) of the Income Tax Deptt; Service Tax Registration Number; Registration No. of the Agency/Firm; Provident Fund Registration Number; ESI Registration Number; License Number under Contract Labour Act, and proof for the same to be enclosed with tender form.
- 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 in his/her name or in the name of firm/company and the company should have the capacity of providing required number of guards.
- 5 Resolution of Board meeting authorizing the person to sign tender document (if applicable) to be submitted by bidder.
- 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. Bank Guarantee of Rs10,000/- (Rupees Ten 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 in the event any information given in the tender paper is found false or detected incorrect or incomplete 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 submitting the tender.
  - (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 should be left blank which would otherwise 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 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 security work to the satisfaction of the **Odisha Judicial Academy**.
- 5 The successful bidder shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The bidder shall not be permitted to transfer their 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 **Odisha Judicial 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 Guard or person deployed by the Bidder during the course of performing duties. The antecedents of the employees 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 at least 2 of the security Guards are deployed in the campus of **Odisha Judicial Academy**, in all in each of the shifts with full devotion to duty.
- 11 It should be ensured that the Security Guards deployed in the campus of **Odisha Judicial Academy** possess good physique, vision, and of good antecedents duly verified by the police, and are below the age of 58 years.
- 12 All the Security Guards 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**..
- 13 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**.
- 14 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.
- 15 The **Odisha Judicial Academy** shall have the right to ask the bidder for the removal of any security personnel engaged by the agency, who is not found to be competent and orderly or disciplined in the discharge of his duties.
- 16 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.
- 17 The Agency/Firm shall submit the details of the Security Personnel deployed in the campus of **Odisha Judicial Academy** such as Name, Address, Proof of Service, discharge order etc. for the ex-serviceman, and for others, the police verification about their antecedents.
- 18 The **Odisha Judicial Academy** reserves the right to change any guard any time without assigning any reason and the agency is bound to provide the substitute within one hour.

- 19 The **Odisha Judicial Academy** reserves the right to terminate the contract without assigning any reason by giving a notice 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 activities etc .
- 20 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 documentary proof every month of the account of contribution of Service Tax, ESI and EPF.
- 21 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.
- 22 The staff engaged by the agency shall be available all the time as per their duty roster 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 security 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.
- 23 All liabilities arising out of accident or death while on duty shall be borne by the agency.
- 24 After finalization /acceptance of the tender, an agreement will be signed between successful tender/security agencies and the Odisha Judicial Academy's authorised person.
- 25 The **Odisha Judicial Academy** reserves the right to cancel or reject all or any of the tender without assigning any reason.

**(F) DUTIES OF GUARDS:-**

On taking over the responsibility of providing security arrangement, the bidder shall formulate the mechanism of duty assignments of the security personnel in consultations with the **Odisha Judicial Academy**. The security personnel shall perform the duties as mentioned under:

1. They shall perform access control at building entrance.
2. They should be polite, , courteous and honest under all circumstances.
3. They shall perform their duties with patience and will give no room for complaint.
4. They shall be responsible for the security of the area under their charge and will be answerable to the **Odisha Judicial Academy** for any untoward incident.
5. They shall be responsible to protect the **Odisha Judicial Academy's** property or assets.
6. They shall immediately report to the Dy. Director, **Odisha Judicial Academy** regarding any unusual or suspicious person or activities.
7. They shall attend the inquiry phone installed at Reception and Main Entry Gate after the office hours and on holidays.
8. They shall properly handover / takeover their charge on change of shift and immediately inform the Security-in-Charge in case of any discrepancy is noticed.

9. They shall not permit the visitors to roam around in the building.
10. One supervisor shall remain available at the main Entry gate point of **Odisha Judicial Academy** for maximum period during his shift for keeping a watch on the movements of security personnel as well as visitors and Vehicles.
11. The Agency shall submit the details of the security personnel deployed in the campus of **Odisha Judicial Academy**, such as name, address, proof of service discharge order etc., for the Ex-servicemen.

**(G) 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 performs unsatisfactorily or does not meet the statutory requirements of the contract, the **Odisha Judicial Academy** reserves the right to impose the penalty as detailed below :-
  - a. 2% of cost of order/agreement per week.
  - b. For not reporting to the duty by the Security Personnel in time a minimum penalty of Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
  - c. For misbehavior of the **Guard** Rs.1000/- will be imposed per default and maximum penalty as decided by the Competent Authority. For not providing substitute **Guard** Rs. 2000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
  - d. For causing damage to the public property: Three times the market value of the damaged property or Rs.5000/- whichever is higher, per default.
  - e. 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.
  - f. If security service is not provided 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.
  - g. The Security 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.
  - h. For persistent breach or unsatisfactory services -- termination of contract along with forfeiture of performance security and blacklisting.

**(H) PAYMENT TERMS:-**

The payment shall be made on monthly basis after submission of the bills (In triplicate) after the satisfactorily completion of the work assigned, at approved rates after deducting penalties if any. No advance payment will be made. Income Tax will be deducted at

source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as income tax on the income comprised therein

**(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):	
Service Tax Registration. Number:	
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 NCT 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	Security Services
	Supervisor	Guard
(a)	Basic Wages(BW)	
(b)	Employee State insurance(ESI)	
(c)	Employee Provident Fund(EPF)	
(d)	Administrative Charges	
(e)	Other charges, if any	
(f)	<b>TOTAL</b>	
(g)	Total Cost Per Head	
(h)	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