

HIGH COURT OF ORISSA : CUTTACK

Notice No. 13392 Dtd. 22.08.2023

NOTICE FOR PROVIDING SECURITY GUARD (WATCH AND WARD) (WITHOUT ARMS) AT MUSEUM OF JUSTICE, KILLA FORT, CANTONMENT ROAD, CUTTACK ON CONTRACT BASIS

NAME OF WORK	LAST DATE/TIME OF SUBMISSION OF TENDER FORM	DATE/TIME OF OPENING OF BID DOCUMENTS
TENDER FOR ANNUAL CONTRACT FOR PROVIDING SECURITY GUARD (WATCH AND WARD) (WITHOUT ARMS) ON CONTRACT BASIS AT MUSEUM OF JUSTICE, KILLA FORT, CUTTACK	11.09.2023 (5 P.M.)	12.09.2023(3 P.M.)

The competent Authorities of the Court reserve the rights to accept/reject any or all of the tender bids wholly or in part, without assigning any reason thereof.

Sd/-

Registrar (Judicial)

Orissa High Court, Cuttack

Memo No. 13395⁽²⁾ dtd. 22.08.2023

Copy forwards to:

1. Superintendent, Computer Section for uploading in the website of the High Court of Orissa, Cuttack
2. Notice Board of the High Court of Orissa, Cuttack

Sd/-

Registrar (Judicial)

Orissa High Court, Cuttack

TENDER DOCUMENT

FOR

PROVIDING SECURITY GUARD
(WATCH AND WARD)
ON CONTRACT BASIS

Museum of Justice,
Killa Fort, Cuttack.

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at Museum of Justice, Killa Fort, Cuttack.

Tender no. 13384

Date: 22.08.2023

Tender for Annual contract for providing Security Guard (Watch and Ward) on Contract Basis at Museum of Justice, Killa Fort, Cuttack.

PART - I - Technical

Client

The Registrar (Judicial), High Court of Orissa, Cuttack

Table of contents

INDEX

Chapter no.	Description	Page nos.
1	Background and Broad Scope of Work	4
2	Notice Inviting Tender & Schedule of Events	5
3	Qualification Criteria and General conditions	6-9
4	Proformas and Annexures	10-21
5	Financial Bid	22

Chapter – 1

Background and Broad Scope of Work

1.1 About the Institute

Museum of Justice, Killa Fort, Cuttack.

Museum of Justice of the High Court of Orissa is located within the historic Barabati Killa Fort. It was inaugurated on 12th November 2017. It is a permanent institution in the service of the society and its development, open to the public, which acquires, conserves, researches, communicates and exhibits, for purposes of study, education, enjoyment, the tangible and intangible evidence of people and their environment.

1.2 Broad Scope of Work

The prime object of Security services is to secure the entire premises and regulate the entry to authorized persons/vehicles only.

1.1 AREA:

The area of the Museum of Justice of the High Court of Orissa includes the followings: -

1. One Storied building;
2. Office;
3. Roads and open areas inside the campus;
4. Parking places;
5. Any other area as specified by the competent authority from time to time.

1.2 SCOPE OF WORK:

The Security Guard (Watch and Ward) (Without arms) have to secure the entire Museum of Justice of the High Court of Orissa complex and regulate movement of vehicles and persons at the entry/exit gates. The places where the Security Guard (Watch and Ward) are to be deployed shall be decided by the High Court of Orissa. The total requirement is as below: -

Sl. No.	Description	Required No. of personnel
1.	1 st Shift – 06.00 AM to 02.00 PM	
2.	2 nd Shift – 02.00 PM to 10.00 PM	
3.	3 rd Shift – 10.00 PM to 06.00 AM	

Chapter 2 Notice Inviting Tenders and Schedule of Events

1. Tenders under two bid systems are invited from experienced & reputed Service providers of sound financial standing, meeting the qualifying requirement for the services given below:

Name of work	Tender for Annual contract for providing Security Guard (Watch and Ward) (without arms) on Contract Basis at Museum of Justice, Killa Fort, Cuttack.
Tender no.	
Tender Cost (Non-Refundable)	Rs. 1,000/- (Rupees One Thousand) only by DD in favour of the Registrar (Judicial), High Court of Orissa, Cuttack, payable at Cuttack
Earnest Money Deposit (Refundable)	Rs. 75,000/- (Rupees Seventy Five Thousand) only by DD in favour of the Registrar (Judicial), High Court of Orissa, Cuttack, payable at Cuttack
Contract period	The initial period of contract will be for ONE year.
Issue of tender	For details and bid documents please visit website: https://orissahighcourt.nic.in
Submission of bid	
Opening of tender	
Contact persons (for any clarifications)	Court Officer Section

2.00 Notes:

2.1 The price shall be filled up both in figures and in words.

Chapter – 3

3.1 Qualification Criteria Only those bidders which meet the following minimum criteria will be considered for evaluation of financial bids:

Sr.	Description	Requirement	Remarks (Documents to be uploaded)
1	Minimum years in Security Services Business	Three Years as on 31.03.2023	Attach the Copy of Proprietorship OR Partnership Deed OR Memorandum and the Articles of Association
2	Place of Business	Having office in Odisha preferably in Cuttack/ Bhubaneswar	Proof of Office at Odisha
2	Minimum annual turnover	Rs. 40 lakhs (Rs. Forty lakhs only) in any of the last three financial year ending 31.03.2023.	(1) Attach the copy of ITR, Profit & Loss Account (2) Audit report duly certified by chartered accountant
(a)	FY 2020-21		
(b)	FY 2021-22		
(c)	FY 2022-23		
3	Experience – Assignment completed in last THREE years as on March 31,2023 contracts/assignments in the Field of Security services	<p>a) One similar completed work costing not less than the amount equal to Rs. 40 lakhs (Rs. Forty lakhs only) OR</p> <p>b) Two similar completed works each costing not less than the amount equal to Rs. 30 lakhs (Rs. Thirty lakhs only) OR</p> <p>c) Three similar completed works each Costing not less than the amount equal to Rs.20 lakhs (Rs. Twenty lakhs only)</p>	<p>(1) Attach the work order and/or satisfactory work done certificate</p> <p>(2) The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.</p>

4	Registration Certificate	<ol style="list-style-type: none"> 1. The Private Security Agencies (Regulation) Act, 2005 2. Employee Central Insurance 3. Provident Fund 4. Labour Department 5. Service Tax 6. Income Tax 	Attach the copies of respective Registration Certificates/PAN No.

3.2 Terms & Conditions:

1. The Bidder should have minimum three years of experience of rendering Security services in any Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies.
2. The Bidder should have minimum annual turnover of Rs 40 lakhs (Rs Forty lakhs only) in any of the last three financial year ending 31.03.2023.
3. The Bidder should have completed similar works of minimum value as described below during the period 01/04/2020 to 31/03/2023:
 - a) One similar completed work costing not less than the amount equal to Rs 40 lakhs (Rs Forty lakhs only) OR
 - b) Two similar completed works each costing not less than the amount equal to Rs 30 lakhs (Rs Thirty lakhs only) OR
 - c) Three similar completed works each costing not less than the amount equal to Rs 20 lakhs (Rs Twenty lakhs only)
4. The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.
5. The Bidder shall upload the **self attested copies** of the following documents:
 - a) Registration under the Private Security Agencies (Regulation) Act, 2005
 - b) PF Registration with PF code number.
 - c) ESI Registration
 - d) Valid Licence (if applicable) issued in respect of previous employers by Jurisdictional Labour Commissioner.
 - e) Details of works of similar nature carried out in Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies in the last 3 years ending on 31st March of 2023.
 - f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2023 duly certified by CA.
 - g) List of Arbitration cases (if any)**
 - h) Copies of certificates/allotment letter of **GSTIN and PAN**.
 - i) Details of managerial, supervisory and other staff
 - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at Museum of Justice, Killa Fort, Cuttack.
 - k) Copy of Last income tax return.

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at Museum of Justice, Killa Fort, Cuttack.

6. The bidder shall submit details of organizations, where he has undertaken such similar services as per Annexure-I. The scope and details of the work to be carried out by the bidder at Museum of Justice, Killa Fort, Cuttack is given in Annexure-II.
7. General Terms and Conditions of the Contract to be fulfilled by the Bidder are given in **Annex-III** and **the bidder shall upload a scanned copy duly signed on each page as a token of agreeing to them.**
8. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
9. The bidder should have an office in Odisha preferably at Cuttack or Bhubaneswar.
10. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency) and should also have not been black listed / Holiday listed by any Govt./Semi Govt./PSUs. **The firm should give such an undertaking with their bid.**
11. The bidder shall pay Bid Security (EMD) of Rs.75,000/- (Rupees Seventy Five Thousand) only in the form of Bank draft from a Commercial / Scheduled Bank only in favour of Registrar (Judicial), Orissa High Court payable at Cuttack. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
12. The EMD deposited by successful agency will be adjusted towards the Performance Security deposit as specified in the tender document. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by Orissa High Court, Cuttack.
13. The bid shall be valid and open for acceptance of the Competent Authority of the High Court of Orissa, Cuttack for a minimum period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
14. An agreement shall be signed with the successful bidder as per specimen enclosed.
15. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
16. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
17. Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the documents should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figures (numbers) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.

20. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer (d) Any unilateral revision made by the bidder during the validity period of the offer.
21. In case there is only one successful bidder after the Technical bid opening, the decision to award the contract to the said bidder would be taken by the High Court of Orissa, Cuttack.
22. In case of tie in financial bids, the successful bidder shall be decided by draw of lots.

Chapter-4

APPLICATION LETTER (Specimen)

To,

The Registrar Judicial,
The High Court of Orissa, Cuttack,
Odisha – 753002.

Sub: Tender for supply of Security Guard (Watch and Ward) to Museum of Justice, Killa Fort, Cuttack.

Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
	(Full Name of the Firm)	
1	Constitution & Nature of Firm (Central whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	PF Code allotted by the jurisdictional PF Commissioner with photo copy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the High Court of Orissa, Cuttack, I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by you in the said documents. I/We confirm that adequate manpower of requisite qualification and experience is available with me/us for deployment at Museum of Justice, Killa Fort, Cuttack.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Central Government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at Museum of Justice, Killa Fort, Cuttack.

and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the High Court of Orissa indemnified of any claim/damages that High Court of Orissa have to pay with respect to the service and the deputation of any workers to Museum of Justice, Killa Fort, Cuttack.

I/We fully understand that the High Court of Orissa, Cuttack reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that the High Court of Orissa, Cuttack further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 75,000/- (Rupees Seventy Five thousand) only in the form of Demand Draft from a Commercial / Scheduled Bank only drawn in favour of the Registrar (Judicial), High Court of Orissa, Cuttack payable at Cuttack, along with the Technical Bid which will remain with the High Court of Orissa, Cuttack up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit.

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director that holds power of Attorney on behalf of firm

Name of Firm

Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/No	Page No.
1	The firm is registered with the jurisdictional Labour Commissioner <u>under provisions of contract labour Act and its validity date</u>	Yes/No	
2	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3	PSARA Registration certificate	Yes/No	
4	Registration certificate of jurisdictional Provident Fund Commissioner along with PF registration code uploaded.	Yes/No	
5	Copy of Registration certificate/allotment letter of GST	Yes/No	
6	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
7	Registration certificate of ESI uploaded	Yes/No	
8	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
9	DD of Rs.1,000/- as Tender Cost	Yes/No	
10	DD of Rs.75,000/- as EMD	Yes/No	
11	Financial/Price bid	Yes/No	
12	List of Arbitration cases (if applicable). Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No/NA	
13	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
14	Copy of last Income Tax return	Yes/No	
15	Undertaking by the bidder to the effect that there is no police case pending against the bidder/proprietor/firm/parties relating to previous service Contracts and that the bidder has not been black listed / Holiday listed by any Gov./Semi Govt./PSUs.	Yes/No	
16	Office address.	Yes/No	
17	At least two currently valid contracts for similar work	Yes/No	

Declaration by the Tenderer/Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

- Encls: 1. DD No.....
2. Terms & conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer/Bidder with seal)

Name:

Seal:

Office Address:

Phone No (O):

Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected

ANNEX-I

Details of other organizations where similar contracts undertaken during last three years (enclose supporting documents).

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries Etc. <u>(pl specify)</u>	Amount of contract	Reasons for termination (if currently not valid)
1.						
2.						
3						

Area and Scope of Security work to be provided at Museum of Justice, Killa Fort, Cuttack.

The prime object of Security services (without arms) is to secure the entire premises and regulate the entry to authorized persons only.

1.3 AREA:

The area of Museum of Justice, Killa Fort, Cuttack includes the followings: -

1. One Storied building;
2. Office;
3. Roads and open areas inside the campus;
4. Parking places;
5. Any other area as specified by the competent authority from time to time.

1.4 SCOPE OF WORK:

The Security Guard (Watch and Ward) have to secure the entire Museum of Justice, Killa Fort, Cuttack and regulate movement of vehicles and persons at the entry/exit gates. The places where the Security Guard (Watch and Ward) are to be deployed shall be decided by the High court of Orissa. The total requirement is as below: -

Sl. No	Description	Required No. of personnel
1.	1 st Shift – 06.00 AM to 02.00 PM	
2.	2 nd Shift – 02.00 PM to 10.00 PM	
3.	3 rd Shift – 10.00 PM to 06.00 AM	

**TERMS AND CONDITIONS OF CONTRACT
FOR PROVIDING SECURITY GUARD (WATCH AND WARD) AT Museum of Justice,
Killa Fort, Cuttack.
(Annexure to Agreement)**

A. SCOPE OF WORK: PROVIDING SECURITY GUARD (WATCH AND WARD) ON CONTRACT BASIS at THE MUSEUM OF JUSTICE, KILLA FORT, CUTTACK.

B. TERMS & CONDITIONS:

1. The Registrar (Judicial), the High Court of Orissa, reserves the right to postpone and/or extend the date of receipt / opening of bids or to withdraw the same without assigning any reason thereof.
2. The Financial bids of those bidders only would be opened who are found to be eligible based on the Technical bids opened on the stipulated dates by a Committee in presence of the bidders.
3. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
4. **The High Court of Orissa reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices including but not limited to nonpayment of minimum wages & other statutory dues; without bearing any liability or any loss whatsoever it may cause to the bidder in the process. In case the quoted rates are found to be less than the sum total of minimum wages and other statutory dues payable, such bids shall be summarily rejected without assigning any reasons whatsoever.**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. A mere lowest rate is not the sole criteria of selection. The High Court of Orissa is not bound to accept the lowest rates.
7. **Wages payable shall not be less than the minimum wages payment as declared by the Central Government from time to time.**
8. **Without affecting the sanctity of the above criterion The High Court of Orissa has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of the High Court of Orissa.**
9. **The payments to workers by the contractor shall be made by electronic means.**

The Contractor shall render the following services to the Museum of Justice, Killa Fort, Cuttack.:

- (i) To **PROVIDE SECURITY GUARD (WATCH AND WARD) (without arms) ON CONTRACT BASIS** in Museum of Justice, Killa Fort, Cuttack. The supplied manpower should be competent enough to execute the work assigned to them. The number of guards to be deployed for carrying out the assigned task shall be 14 (13 nos. of Security Guard and one Supervisor)

- (ii) The Security Guard (Watch and Ward) should be at least **SSLC** and should be able to communicate clearly both in Odia and Hindi language. They should also have working knowledge of English to be able to carry on day to day work but should be mandatorily proficient in writing and reading in English. The Security Guard (Watch and Ward) deployed at the main gates of Museum of Justice, Killa Fort, Cuttack shall maintain proper In and Out registers at the gate and ensure that every person / vehicle entering or leaving the premises is properly documented and identity verified. No unauthorized person or vehicle should be allowed to enter the premises without prior permission of the administration. The contract workers shall attend to all work assigned to them by the sectional incharge / competent authority concerned.
- (iii) The contract workers deployed shall be healthy, active and not less than 18 yrs or more than 45 years of age. Nobody shall have any communicable diseases.
- (iv) The contractor shall provide the Security Guard (Watch and Ward) with proper uniform, badges, whistle, torch and cane etc. The contract workers deployed shall be in proper uniform and shall always carry Identity Card issued by the agency. The agency shall provide fully trained and disciplined personnel who should be well behaved and well mannered.
- (vi) The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the contract workers on or before the 7th day of every succeeding month, irrespective of delay in payment of Bill by the High Court of Orissa for whatever reason. **Wages payable shall not be less than the minimum wages payment as declared by the Central Government from time to time.**
- (vii) The Contractor shall submit workers' EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at Museum of Justice, Killa Fort, Cuttack. The contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications:
 - The Payment of Wages Act 1936
 - The Employees Provident Fund Act, 1952
 - The Factory Act, 1948
 - The Contract Labour (Regulation) Act, 1970
 - The Payment of Bonus Act, 1965
 - The Payment of Gratuity Act, 1972
 - The Employees Central Insurance Act, 1948
 - The Employment of Children Act, 1938
 - The Motor Vehicle Act, 1988
 - The Minimum Wages Act, 1948
- (viii) If the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the High Court of Orissa. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the High Court of Orissa along with testimonials before they are actually deployed for the job.

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at Museum of Justice, Killa Fort, Cuttack.

- (ix) In case of any loss that might be caused to the Museum of Justice, Killa Fort, Cuttack due to lapse on the part of the personnel deployed by the contractor discharging their responsibilities, the such loss shall be compensated by the contractor and in this connection, the High Court of Orissa shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Museum of Justice, Killa Fort, Cuttack besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the High Court of Orissa shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (x) If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- (xi) That Contractor's authorized representative(Owner/Director/Partner/Manager) shall personally contact the competent authority of the High Court of Orissa at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
- (xii) In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve; Failure on this account shall attract penalty of Rs.500/- per day per person who is found missing / absent from duty payable by the Contractor for such absence.
- (xiii) The successful bidder would have to deposit an amount of 10% (Ten percent) of Annual contract value towards performance security deposit through FDR/or bank guarantee from a Commercial / Scheduled bank only in favour of Registrar (Judicial), High Court of Orissa which would remain with High Court of Orissa during the contract period and no interest shall be payable on the performance Security Deposit amount. In case of FDR, it should be valid for minimum period of 24 months.
- (xiv) The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him. This attendance record is to be submitted every week to High Court of Orissa with an attested photo- copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the High Court of Orissa at any other point of time.
- (xv) If at any point of time it comes to the notice of the High Court of Orissa that the contract personnel deployed are different from the list provided (with attested photographs), t h e High Court of Orissa will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified.
- (xvi) The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Museum of Justice, Killa Fort, Cuttack. In the event, the High Court of Orissa makes any payment or incurs any liability, the contractor shall indemnify the High Court of Orissa completely;
- (xvii) In case of any dispute arising out of this agreement then Registrar (Judicial) shall nominate any Judicial officer of the High Court of Orissa a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, District Court of Cuttack will have the jurisdiction to settle and decide all the disputes.
- (xviii) Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

- (xix) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- (xx) In case the the High Court of Orissa suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the High Court of Orissa reserves the right to terminate the contract without assigning any reasons.
- (xxi) Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
- (xxii) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any provision/rule.
- (xxiii) The contractor shall, at all times, maintain all the statutory records and documents, in proper format, as prescribed under the various Acts / Rules / Laws applicable to contract labours/personnel and shall ensure filing of all prescribed returns in proper format to the concerned authorities well within the time limit specified under the respective Acts / Rules / Laws.
- (xxiv) The contractor shall, on demand by the High Court of Orissa, produce all such records / documents / returns for inspection as the High Court of Orissa deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the contractor.
- (xxv) The contractor should obtain a Licence from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the High Court of Orissa.
- (xxvi) The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by **Central Government** from time to time, as applicable during the contract period.
- (xxvii) The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month.
- (xxviii) The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
- (xxix) The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- (xxx) The High Court of Orissa reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues/wages and other statutory liabilities.
- (xxxi) The contractor must get police verification of all his personnel employed at Museum of Justice, Killa Fort, Cuttack and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor also has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc.
- (xxxii) If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules

Tender for Annual contract for Providing Security Guard (Watch and Ward) on Contract basis at Museum of Justice, Killa Fort, Cuttack.

against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel who indulge in such type of activities should not be further deployed in this office by the contractor in any case. All such losses shall be made good by the contractor.

- (xxxiii) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the High Court of Orissa will be considered applicable at the time of any dispute/following any statutory rules.
- (xxxiv) The contractor shall appoint at least one Supervisor on his behalf to coordinate with High Court of Orissa and supervise the work done by the personnel deployed to the satisfaction of High Court of Orissa. The details of the Supervisor shall be provided separately to High Court of Orissa before commencement of the work and any change shall also be duly intimated.
- (xxxv) The contractor shall ensure that there is no scope for any grievance from the personnel deployed by him on account of delayed payment of wages.

C. Terms of Payment:

No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work.

- i) The contractor shall submit the pre-receipted bill (three copies) for every month by the first day of next month duly certified by the Caretaker. No interim bills will be entertained. All attempts would be made to pay the bills through ECS only within 20 days from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Caretaker. The payment is subject to TDS applicable as per Income Tax Act, 1961.
- ii) In case of any complaint of non-fulfillment of any obligation under the contract, the Registrar (Judicial), the High Court of Orissa reserves the right to deduct the payments due from the contractor from monthly bill (s),
- iii) Proof of challan / receipt for the payment made towards wages to each employee should be furnished to this office along with the monthly charges bill to be submitted for reimbursement.
- iv) The contractor shall strictly comply with the provisions of the Employee Provident Fund Act, 1952 and the provisions of Employees' Central Insurance Act, 1952. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan / receipt for the payment of Provident Fund and ESI made on account of the workers for the preceding month together with their ESIC Ins. No. / EPF subscriber No.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between the High Court of Orissa and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

(To be made on Rs.500.00 Non Judicial Stamp Paper)
DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand twenty three between the High Court of Orissa, as one part, hereinafter called the High Court and M/s _____ Agency for **providing Security Guard (Watch and Ward)(without arms) on contract basis** on the other part.

Whereas the High Court of Orissa is desirous to engage the Agency for providing **Security Guard (Watch and Ward)** (as explained in Annexure II of the Tender Document, a signed copy of which is attached herewith) for the Museum of Justice, Killa Fort, Cuttack, on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in Museum of Justice, Killa Fort, Cuttack. The High Court of Orissa shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it Museum of Justice, Killa Fort, Cuttack. The High Court of Orissa shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the High Court of Orissa reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty upto 10% of the total annual value of contract.
6. Performance Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of FDR/or bank guarantee from a Commercial / Scheduled bank only shall be furnished at the time of signing of the Agreement. In case of FDR, it should be valid for a minimum period of 24 months.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in Museum of Justice, Killa Fort, Cuttack.
8. The personnel provided by the Agency will not claim to become the employees of the High Court of Orissa and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Museum of Justice, Killa Fort, Cuttack.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments there to from time to time.
11. Decision of the High Court of Orissa in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and the High Court of Orissa, the High Court of Orissa shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Dist. Cuttack.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in the High Court of Orissa, Cuttack in the presence of the witness:

High Court of Orissa, Cuttack

Witness: 1.

2.

AGENCY

Witness: 1.

2.

Chapter-5

FINANCIAL BID

**Sub: ANNUAL CONTRACT FOR PROVIDING SECURITY GUARD (WATCH AND WARD)
ON CONTRACT BASIS AT MUSEUM OF JUSTICE, KILLA FORT, CUTTACK.**

CONTENTS

1. This document shall contain only Financial Bid of Tender Document, i.e. the copy of schedule of rates duly filled in by the bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the bidder in this document, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the bidder is as below.

SCHEDULE OF RATES (FINANCIAL BID)

(To be uploaded as a separate document titled 'Financial Bid')

Name of the work: Contract for PROVIDING SECURITY SERVICES ON CONTRACT BASIS AT MUSEUM OF JUSTICE, KILLA FORT, CUTTACK.

Sl. No	Description	No. of persons	Rate/Wages per day per person (in Rs)	PF	ESI	Bonus	Relieving charges (in Rs)	<u>Contractor's profit / (service charges)</u>	Total Wages per person per month (in Rs)
01	Security Guard(Watch and Ward) (without arms)	13	As per Ministry of Labour, Govt. of India Notification No. S.O.191 (E) File No. 1/8(6)/2019-LS-II dated 27.03.2019 applicable as on last date of submission of bids	Mandatory (As per law)					
02	Supervisor	01							

NOTE:

1. The rates quoted shall be exclusive of GST which shall be payable at applicable rates.
2. A duly signed and stamped copy of the financial bid is required to be uploaded.
