केन्द्रीय बागवानी परीक्षण केन्द्र



CENTRAL HORTICULTURAL EXPERIMENT STATION

(ICAR-Indian Institute of Horticultural Research, Bengaluru)
ISO 9001:2015 STATION



(भा.कृ.अन्.प.-भारतीय बागवानी अनुसंधान संस्थान, बेंगलुरु)

DARE, Ministry of Agriculture and Farmers Welfare, Govt. of India

Aiginia, Bhubaneswar - 751 019, Odisha

Phone: 0674 - 2471712 / 2471867 Email: chesb.iihr@icar.gov.in

Notice inviting Tender through Government e-Marketplace (GeM)

ANNUAL JOB / WORK / SERVICE CONTRACT FOR PROVIDING SECURITY SERVICES AT CIVILIAN RATES AT ICAR-IIHR, CENTRAL HORTICULTURAL EXPERIMENT STATION, BHUBANESWAR.

Contact Details: ICAR-IIHR,- CHES, Aiginia

Bhubaneswar-751019

Phone: 0674 - 2471712 / 2471867

Email: chesb.iihr@icar.gov.in Website: http://www.iihr.res.in

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फा/.सं.F.No.I-4-5/2021/Estt.-VOL-XI/



.06.2023

Dated:

TENDER NOTICE

HEAD, ICAR- IIHR-Central Horticultural Experiment Station, Bhubaneswar invites online tenders through GeM from reputed firms with proven track record in the field of Security Services to provide Security Services at Civilian rates on Annual Job / Work contract basis at ICAR-IIHR-CHES, Bhubaneswar. Eligible agencies may submit their tenders / bids online through GeM Portal (https://gem.gov.in). Tenderers are required to upload all the documents on GeM portal and documents uploaded in GeM portal only shall be **considered for bid evaluation**. Details can be obtained from www.iihr.res.in.

HEAD CHES,BBSR

GENERAL INFORMATION & OTHER TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES AT CIVILIAN RATES AT ICAR-IIHR-CHES, BBSR

1. SCOPE OF WORK:

To provide security services by deploying civilian security guards for the protection of life and property, agricultural fields against theft, pilferage, fire etc, safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/vehicles /sales persons and maintenance of visitors register. To prevent entry of stray animals like dogs monkey, cattle etc. round the clock patrolling of the campuses. Checking of gate passes and allowing the exit of materials accordingly and to regulate the entry and exit of vehicles. To observe, monitor and coordinate the surveillance system installed.

2. TERMS AND CONDITIONS:

- 1. **Period of Contract**: The contract will be for a period of one year which can be extended for further period of two more years on year-to-year basis subject to satisfactory performance of the firm.
- 2. Earnest Money Deposit (EMD): The EMD of Rs. 80,000/- (Rupees: Eighty thousand Only) in the form of Demand Draft from any scheduled bank drawn in favor of CHES, BBSR must accompany Annexure-III (Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance within 15 days from the date of work order issued.
- 3. Security deposit & Agreement: The successful bidder will be required to deposit an amount equivalent to 10% of the total contract value as Security Deposit in the form of DD/bank guarantee issued from approved financial institution with an validity covering the contract period and an additional of 90 days after the date of expiry ofthe contract and an agreement to this effect duly signed on non judicial stamp paper of value of Rs. 200/to the Station within 2 weeks from the date of award of contract. Financial instrument with solvency certificate from such bank will not be accepted. The security deposit will be refunded to the agency only after satisfactory completion of the contract or adjusted against any liabilities / damages or loss of property etc., caused by the personnel deputed by the agency or agency itself. No interest is payable on the security deposit.
- 4. All the pages of tender including the documents submitted therein must be <u>duly signed</u> and stamped failing which the offer shall become liable for rejection.
 - 5. Round the clock fool proof security has to be provided by deploying the security personnel as per annexure –III along with provision for reliever. For all losses, the agency will be held responsible. However, before submitting the tender, the firms/agencies are requested to inspect the respective stations and assess the security requirements and problems / threats in providing fool proof security coverage. For campus visit firms may contact following officers:-
 - 1. Dr. K. Kishore, Pri. Scientist Nodal Officer (Security), ICAR- IIHR-CHES, BBSR. During the office hours from 9.00am to 4.00pm.

- 6. The Head, ICAR-IIHR-CHES, Bhubaneswar, reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 7. The period of contract shall be initially for one year, and can be terminated by the Director, ICAR-IIHR, by giving one month notice to the agency. Contract can be extended for two more years, one year at a time subject to satisfactory services and consent of the agency.
- 8. The firm shall make provision for ensuring prevailing Central Minimum wages in respect of basic wages + VDA, ESIC, EPF, Uniform washing, etc., and quote for competitive Service Charge, GST etc. The station will not bear any extra charges on any account during the period of contract over and above the provision made in central minimum wages structure. But as and when the VDA is revised by Chief Labour Commissioner (Central),the same will be considered by the Competent Authority on request from the agency for the same.
- 9. The pre-receipted bill shall be submitted by the security Agency in duplicate duly supported by proof of attendance, payment of statutory charges/ subscription etc., Payment will be made by crossed cheque/e-payment. Payment will be made against monthly bills supported by requisite documents. Income Tax will be deducted as per rates applicable. Deployment of actual number of personnel will be monitored through appropriate mechanism to regulate statutory compliance.
- 10. The tenderer shall have to execute an agreement with IIHR on a non-judicial stamp paper of Rs.200/- immediately on accepting the award of contract as per the terms and conditions stipulated in the tender document.
- 11. The Agency shall have to provide Telephone numbers of all the Security personnel deployed for 24 hours contact.
- 12. The Demand Draft for EMD of Rs. 80,000/- scanned copy need to be uploaded online.
- 13. In case of any breach of the terms and conditions of the contract, the Head, ICAR-IIHR-CHES, BBSR may write to the issuing bank of the bank guarantee for encashing of the same, in addition any other action deemed necessary which may be taken by the Competent Authority.
- 14. The agency should abide by rules and regulations laid down by any statutory authority relevant to the deployment of security guards.
- 15. The agency shall indemnify ICAR-IIHR-CHES,BBSR against any liability arising due to non-compliance of statutory obligations by the agency for any reason whatsoever.
- 16. The successful tenderer/ agency shall not engage any sub-agency or transfer the contract to any other person/ firm / agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person / organization or otherwise.
- 17. Any person who is in Govt. service or an employee of IIHR shall not be made partner to the contract by the tenderer/ agency directly or indirectly in any manner, whatsoever.
- 18. The agency shall provide all statutory benefits to its Security Guards.
- 19. The firm will provide full particulars of every able, fit and disciplined worker deployed by it for providing the Security service once the tender is confirmed and get their character and antecedents verified from the police authorities.
- 20. All the personnel posted at the premises shall all time and for all purposes are the employees of the firm and ICAR-IIHR-CHES,BBSR shall have no liability on this account in any manner.

- 21. The firm shall ensure that all personnel deployed at ICAR-IIHR-CHES,BBSR Main campus, IVRI- Campus, Yelahanka, Bus Parking Lot at Sanjaynagar, Bhubaneswar & IIHR-FARM/KVK, Hirehalli. premises are of good character, well behaved, disciplined, competent and qualified to provide the security services for which they are deployed.
- 22. Competent Authority of ICAR-IIHR-CHES,BBSR shall reserve the right to ask for the removal from ICAR-IIHR-CHES, Bhubaneswar to be incompetent, disorderly or any other reason and such person shall not again be deployed by the tenderer without the consent of the competent authority of ICAR-IIHR-CHES,BBSR.
- 23. 'Handing over' and 'Taking over' of charges during respective shifts of duty to be done as per <u>Standard Operating Procedures (SOP)</u> of security agencies and the agency has to make provision for 'Reliever Charges'. For this purpose, verifiable and monitorable documents need to be maintained and produced to the Station on demand. Agency strictly is forbiddento assign overlapping shifts to same security personnel round-the-clock on all days.
- 24. The deployment of Security Guards should be as follows:
 - a) Security Guards: Well built, above 18 years but below 45, bold enough, alert, and literate enough to read and write
- 25. The personnel to be engaged should have the knowledge of speaking & writing in Kannada, Hindi & English.
- 26. Security for safeguarding the Station property is required to cover the whole campus area as per Annexure VI of tender document. The agency should provide security at all the areas noted in the Annexure-VI round-the-clock.
- 27. No residential accommodation will be provided by this Station to the security personnel deployed by the agency.
- 28. For further information/spot inspection about the proposed area to be entrusted to provide Security Services may consult the following officers:-
 - Dr. K. Kishore, Pri. Scientist Nodal Officer (Security), ICAR- IIHR-CHES, BBSR. During the office hours from 9.00am to 4.00pm.
- 29. The contracting agency shall submit the bills after completion of each month's service during the first week of the following month to the office addressing to The Head, CHES, BBSR. In case, the services are not upto the satisfaction of the authority, suitable deduction will be made from the bill at the discretion of the authority whose decision shall be final and binding on the contracting agency.
- 30. Monthly consolidated charges for providing security service at ICAR-IIHR-CHES, BBSR. shall be as per the terms and conditions specified and scope of work as specified in the point No. 1 of page number 3 indicating all the taxes applicable. The firm shall raise a bill of such amount on 1st week of every month and the payment released subject to satisfactory performance and compliance of wages, other statutory requirement as per Central Minimum Wages.
- 31. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
- 32. In case of any disputes arising between the parties, the matter shall be referred to the sole arbitrator appointed by the ICAR-IIHR-CHES, BBSR. The decision of the sole arbitrator shall be final and binding in this regard.
- 33. Payment to the security personnel deployed is required to be made only through bank/e-payment before 10th of every month without waiting for clearance/payment of bills submitted

to the Station and documentary proof of having made such payments needs to be provided to the Station.

- 34. It is mandatory for the agency to ensure payment of prevailing Central Minimum wages to the security personnel as notified from time to time. For that, ICAR-IIHR-CHES, BBSR also considers paying VDA as & when it is revised. The agency need to provide 'wage slip' every month to the personnel deployed. Only service charge is for the agency/ firm for providing the Security Services. Hence, while quoting, the firms need to take due care to cover all the overhead expenditure involved in providing the Security Services.
- 35. It is mandatory for the agency to maintain all registers/documents in connection with the security services provided at the Station and produce them as and when demanded by the authorities of the Station and Labour Commissioner or concerned authority for inspection.
- 36. The contractor shall discharge all his legal statutory obligations in respect of the security personnel deployed for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force as applicable from time to time. The contractor shall indemnify and keep indemnified ICAR-IIHR-CHES, BBSR from any claims arising from losses or damages that may be caused to the Station or on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, ICAR-IIHR, Bengaluru shall be final and binding on the contractor.
- 37. The Contractor must employ eligible, disciplined and efficient Security Guards. The firm shall issue uniforms and any such tools/ equipments required. The Security guard should always be well dressed with uniforms, whistle, rain-coat, umbrella, lathi, powerful emergency light/ torch/lamp, bicycle or two wheeler provided by the agency for movement within the campus. Mirror trolley for main gate for monitoring vehicles, during the duty hours which is compulsory is to be provided by the Security Agency to all their employees. The firm shall issue identity card to each of the personnel engaged by it.
- 38. The selected agency shall deploy civilians persons as above for security services strictly as per the terms and conditions mentioned in the tender form. The agency shall employ good, reliable and robust civilians and with clean records / antecedents preferably within the age of 18-45 for Security Guards with sufficient and proper experience to carry out the security services. In case of any personnel deployed by the agency is found not suitable by the Station, the Station shall have the right to ask for its replacement immediately without giving any reasons thereof and the agency shall on receipt of a written communication, replace such personnel immediately.
- 39. Tenderer should sign and stamp on all pages of the tender document as acceptance of all the terms and conditions stated therein in letter and spirit.
- 40. In case of any accident or loss of life of the workers deployed while discharging duties, compensation if required to be given to the workers shall be borne by the agency only.
- 41. In case any firm provides false information or canvases in any form, such firms will be outrightly rejected.
- 42. Average turnover of the Agency during the last Three years in the business of Contractual Services (like Security / Housekeeping & Sanitation services / Manpower Outsourcing) in central / state Govt. Department / Institutions / reputed organization shall be at least Rs. 20.00 lakh per annum and should have executed at least one work order for Rs.20 lakh or two work orders of Rs.10.00 Lakhs or three work orders of Rs. 6.50 lakhs each in the last three years relating to *Security Services only*. Balance Sheet duly certified by the Chartered Accountant indicating the Turnoverper annum should be enclosed.
- 43. Double duty of the security guard in overlapping shifts beyond prescribed duty hours will not be allowed. The shift of more than 8 hours will not be allowed for any personnel deployed

- for the security services.
- 44. The stationery items like register, scales, writing pads, Pencils, staplers etc., required for discharge of duty will not be provided by the Station.
- 45. The contracting agency will provide the security service round the clock in three shifts running from 6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am. In case of any lapse in this regard comes to the notice of the respective stations Heads or any other officer authorized by CHES, action as deemed fit will be taken to make suitable deduction from the monthly bill of the contracting agency.
- 46. Detailed list of security personnel deployed along with copies of Aadhar card, Bank pass book, Family photo and their photograph attested by the agency including permanent address should be provided to the officer in charge Security for record before or at the time of taking over the charge of security services.
- 47. A daily list of Security Guards deployed on duty should be provided to the Nodal officer, Security, CHES,BBSR.
- 48. The Security Guards should not develop any social relationship with Station staff. The Security Guards should not leave the duty point unless and **until the reliever reports** for shift duties, otherwise his duty will be treated as absent.
- 49. The Security Guards will maintain and update all registers which are kept at main gate and other points of security and produce them for inspection on demand by the Head/ other designated authorities.
- 50. This Station implements the provisions of RTI Act, 2005. All information provided by the Tenderers under this Tender is liable to be disclosed.
- 51. The selected agency shall deploy civilians persons as above for security services strictly as per the terms and conditions mentioned in the tender form. The agency shall employ good, reliable and robust civilians and with clean records / antecedents preferably within the age of 18-45 for Security Guards with sufficient and proper experience to carry out the security services. In case of any personnel deployed by the agency is found not suitable by the Station, the Station shall have the right to ask for its replacement immediately without giving any reasons thereof and the agency shall on receipt of a written communication, replace such personnel immediately.
- 52. Tenderer should sign and stamp on all pages of the tender document as acceptance of all the terms and conditions stated therein in letter and spirit.
- 53. In case of any accident or loss of life of the workers deployed while discharging duties, compensation if required to be given to the workers shall be borne by the agency only.
- 54. In case any firm provides false information or canvases in any form, such firms will be outrightly rejected.
- 55. Average turnover of the Agency during the last Three years in the business of Contractual Services (like Security / Housekeeping & Sanitation services / Manpower Outsourcing) in central / state Govt. Department / Institutions / reputed organization shall be at least Rs. 20.00 lakh per annum and should have executed at least one work order for Rs.20 lakh or two work orders of Rs.10.00 Lakhs or three work orders of Rs. 6.50 lakhs each in the last three years relating to *Security Services only*. Balance Sheet duly certified by the Chartered Accountant indicating the Turnoverper annum should be enclosed.
- 56. Double duty of the security guard in overlapping shifts beyond prescribed duty hours will not be allowed. The shift of more than 8 hours will not be allowed for any personnel deployed for the security services.
- 57. The contracting agency will provide the security service round the clock in three shifts

running from 6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am. In case of any lapse in this regard comes to the notice of the respective stations Heads or any other officer authorized by CHES, action as deemed fit will be taken to make suitable deduction from the monthly bill of the contracting agency.

- 58. Detailed list of security personnel deployed along with copies of Aadhar card, Bank pass book, Family photo and their photograph attested by the agency including permanent address should be provided to the officer in charge Security for record before or at the time of taking over the charge of security services.
- 59. A daily list of Security Guards deployed on duty should be provided to the Nodal officer, Security, CHES,BBSR.
- 60. The Security Guards should not develop any social relationship with Station staff. The Security Guards should not leave the duty point unless and **until the reliever reports** for shift duties, otherwise his duty will be treated as absent.
- 61. The Security Guards will maintain and update all registers which are kept at main gate and other points of security and produce them for inspection on demand by the Head/ other designated authorities.
- 62. This Station implements the provisions of RTI Act, 2005. All information provided by the Tenderers under this Tender is liable to be disclosed.

4. RECOVERY OF LOSS/ DUES

The contracting agency will ensure that no theft or damages to the Station property takes place during the execution of service contract. If any such event is noticed due to negligence on the part of security agency / any individual, the agency shall meet the cost and also is required to compensate such losses for which the agency has to execute an Indemnity bond on non-judicial paper of Rs.200/- against any loss of ICAR-IIHR-CHES,BBSR property, assets and immovable/movable properties.

Whenever any claim for the payment of a sum of money arises under the contract against the contractor, the CHES shall be entitled to recover such sum by appropriating in whole or in part, the security deposit, deposited by the contractor/individual and for the purpose aforesaid, shall be entitled to sell and/or release security deposit forming the whole or part of any such security deposit. In the event of the security deposit being found insufficient, the balance of the entire sum there of or part of which at any time may become due to the contractor under the contract shall be recovered from the pending bills or by rising separate claim or any other contract due to any partner of the firm whether in his individual capacity or otherwise.

The contracting agency shall settle all the police cases arising from time to time during the contract period, if required.

5. LIQUIDATED DAMAGES CLAUSE:

An amount equivalent to two days of contract amount subject to a minimum of Rs.500/- will be levied as liquidated damages per day, whenever and wherever it is found that the security service is not up to the mark. It will be brought to the notice of the supervisory staff of the firm by CHES and if no action is taken within one hour, liquidated damages clause will be invoked.

Any misconduct / misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person (s) will have to be replaced immediately.

If the deployment of number of Guards is less than that is mentioned in the tender then the proportionate deduction will be made from the bill.

Risk Clause: CHES reserves the right to discontinue the service at any time on grounds if

services rendered are found unsatisfactory, or any other reason thereof, by giving a show-cause to be replied by the firm within a week and also has the right to award the contract to any other firm and the expenditure incurred on account of this can be recovered from Security deposit or pending bills or by rising a separate claim.

6. ELIGIBILITY CONDITIONS:-

- a) Registration certificate of the firm under shops and Establishment Act., of the State where the firm is registered. It should have validity & indicate the permission for Security Services business.
- b) Certified Accounting statements of the firm for last 3 years (2019-20 to 2021-2022 or 2020-21 to 2022-23) by the Chartered Accountant/ Authorized body.
- c) Last five years (2018-19 to 2022-23) experience of the firm in the field of providing Security Services in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/ PSES/Banks Insurance Companies or other equivalent organizations of high repute. Provide the details in a tabular form to prove that in firm is in this business for the last 5 years.
- d) EPF registration certificate issued by Govt. of India/State Government etc.
- e) ESI registration certificate issued by Govt. of India/State Government etc.
- f) Documentary proof of Security Guards/Supervisors registered under ESI, EPF
- g) The firm must have certificate of Service tax/GST issued by the Government.
- h) Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details). The firm must <u>enclose anaffidavit</u> to this effect that there is no criminal/legal suit pending or contemplated against it.
- i) Copy of valid ISO certificates
- j) PAN Registration Certificate
- k) The agency should have obtained licence under Private Agency Security Services and Regulation Act form Government of Odisha or from any state where it is registered and also produce latest verification report from the Police Department of concerned state obtained either in 2023/2024 (Before 01.07.2023). In the event of any agency / Firm registered in a state other than Odisha getting the contract, such agency / firm has to obtain the license from Police Department, GoV of Odisha for being in the business of providing private Security Services within 30 days failing which the contract will be cancelled.
- 1) Valid license issued in the recent past by the office of the Central Labour Commissioner for providing Security Services.
- m) Average turnover of the Agency during the last Three years in the business of Contractual Services (like Security / Housekeeping & Sanitation services / Manpower Outsourcing) in central / state Govt. Department / Institutions / reputed organization shall be at least Rs. 20.00 Lakhs per annum and should have executed at least one work order for Rs.15 Lakhs or two work orders of Rs.3.00Lakhs or three work orders of Rs.9.00 lakhs each in the last three years relating to *Security Services only*. Balance Sheet duly certified by the Chartered Accountant which is used for filing Income Tax returns indicating the Turnover per annum should be enclosed. Last three years can be (2019-20 to 2021-2022 or 2020-21 to 2022-23)
- n) The tenderer should have the PAN & GST number and should attach a photocopy of the same.
- o) Bid security (EMD) of **Rs. 80,000/- (Rupees Eighty Thousand only)** in the formof Demand Draft/Pay order/ Banker Cheque issued by any nationalized/ scheduled commercial bank in favour of "The Head, CHES, BBSR", payable at Bhubaneswar.
- p) The above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case, any of the mandatory information is not furnished along with the valid supporting documents, the Technical Bid is liable to be rejected. Financial Bids of only those firms whose Technical Bids are found responsive will be opened.

7. CHARTER OF DUTIES:

- a) Ensure proper locking/unlocking of all the doors and windows without delay and report to the Head or officer incharge security immediately in case of any short comings.
- b) Ensure that no unauthorized person or vehicle get entry / exit into the guarded premises in an irregular manner during any part of the security duty.
- c) Ensure safe custody of keys and handover to the officer incharge security in night.

- d) Regulate traffic and ensure proper parking of vehicles.
- e) Conduct regular patrol during the specified beats / security hours of duty
- f) No stray cattle/ dog accesses the guarded area especially main building campus.
- g) Check the pilferage and implement anti theft measures of Station property and farm produce.
- h) Check and keep the record of all outgoing materials through gate pass duly signed by the authorized officers of the concerned division / section/units
- i) Check / control / search staff engaged by any other contractor or persons having access to the building/campus.
- j) Be conversant with the location of fire alarm with CHES- Farm, hydrant and fire extinguishers and operate them at times of need and assist the fire brigade in their operation.
- k) Allow no unauthorized persons except the staff members with due permission of the competent authority in the guarded area.
- l) To maintain complete record of visitors.
- m) To maintain record of incoming and outgoing vehicles whenever applicable and regulate them in consultation with officer in charge security.
- n) To report unusual events in suspicious circumstances occurring in the area of premises to the Nodal officer, security.
- o) To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays / Sundays and Closed holidays in a register and obtain their dated signatures / letter of permission and apprise office Nodal Officer, security.
- p) To monitor and coordinate the surveillance system installed at this Station.
- q) Any other items of work assigned with the approval of competent authority / Nodal Officer security.
- **8.** Legal Obligations:- All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws / Laws of the country. He shall specifically ensure compliance with the Laws/ Acts and their Enactments / Amendments applicable from time to time.
- **9.** Evaluation of the tender: Evaluation of Technical Bids will be done strictly as per the tender terms and conditions and eligibility conditions meant for the same (Page No.11 & 12 of the tender form) Financial Bids of only those firms whose Technical Bids are found to be responsive in Technical Bid Evaluation only will be opened and the lowest bidder (among those bids which are responsive) will be awarded the contract.

If the lowest bid is of two / more or firms, then the contract will be decided as follows:

- a. Based on the average annual turnover of the last 3 years. The firm with higher average annual turnover will be given preference and awarded the contract.
- b. If average annual turnover is also the same for two / more firms, then the firm with long existence in this field will be given preference and awarded the contract.
- **10.** Terms of the contract: The contract will be for a period of one year which can be extended for further period of two more years on year to year basis subject to satisfactory performance of the firm

11. Mode of payment:

- a) The agency shall submit monthly bills to the respective Heads of Station along with list of Security personnel actually engaged and their individual bank accounts with proof of depositing the wages amount to their respective accounts.
 - b) From the 2nd month bill onwards the agency must provide the details of the individual account numbers of UAN/EPF/ESI and the contribution made to the accounts of personnel actually engaged pertaining to the previous month. Only then the subsequent bill of the agency will be passed for payment.

- c) The Station shall make such payments by e-banking to the bank account of the agency after deducting income tax at source only if all the above clauses are complied with in true letter and spirit.
- d) In the event of delay in payment of bills due to any financial and administrative reasons, the firm should disbursement the wages on the stipulated date in a calendar month at least for two months.
- **12.** <u>Termination:</u> This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be served on the parties and delivered to them personally or despatched at the address provided given under registered post.
- **13.** <u>Loss & damages:</u> In case of any loss or damage done to the property of the Station by the personnel provided by the agency, full damages will be recovered from the agency and the decision of the Competent Authority at the Station shall be binding on the agency.
- **14.** The agency has to mandatorily undertake a complete survey on its own of all the buildings/area as mentioned in Annexure- VI before offering rates for the tender.
- **15.** Firms quoting service charge less than the Minimum floor price, which is 3.85% at present as per the GoI-MoF OM Number F.6/1/2023-PPD dated 6.1.2023 will not be considered in Financial bid.
- **16.** Any dispute arising out of this contract in subject to jurisdiction of Bhubaneswar city court only.

(Head) CHES,BBSR

INSTRUCTIONS TO BIDDERS

- 1. The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly filled shall be submitted online. Bids submitted offline will be summarily rejected. The Technical Bid uploaded on GeM portal must contain the scanned copy of EMD/Tender cost and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on GeM Portal (https://gem.gov.in).
 - 2. The two separate bids shall contain information as under:
 - a. Technical Bid: This shall contain the entire tender document, except **Annexure-VI**, which relates to the Financial Bid, with each page signed with the Rubber Stamp of the Bidder. This will also include the scanned copy of Earnest Money Deposit (EMD) amounting to Rs. 80,000/- (Rupees: Eighty Thousand Only). Demand Draft should be drawn in favour of Head, CHES,BBSR payable at Bhubbaneswar from any of the Scheduled Commercial Bank. All other required supportive documents towards eligibility and experience criteria as mentioned in **ANNEXURE III** shall be submitted online. No price shall be mentioned in this document anywhere. If price is mentioned in the technical bid, the offer is liable to be rejected.
 - **b.** Financial Bid: This shall contain the schedule of rates duly filled and signed in the prescribed formats i.e. **Annexure VI.**
 - 3. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as possible after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
- 4. The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. The consolidated monthly amount to be charged has to be indicated in Indian Rupees both in words and figures (in the prescribed proforma of Financial Bid) and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices either in words/figures shall be summarily ignored. The conditional offer (s) shall, in no case, be accepted.
- 5. The work shall be awarded to a single firm whose consolidated bid value is the lowest meeting all scopes of work and fulfilling all the terms and conditions of the tender, with specific reference to the essential condition relating to the availability of requisites infrastructure/facilities and experience of similar nature.
- 6. The financial bids of only those firms whose technical bids are found to be responsive in technical bid evaluation only will be opened. The past performance of the bidders with user Departments will be an important criterion in considering or not considering their Tender for further processing and ultimately awarding the contract. The ICAR-IIHR-CHES, BBSR reserves the right to reject all or any of the quotations, and decision of the Director, ICAR-IIHR in the matter shall be final and binding.

- 7. The successful bidder shall have to deposit 10% of the total bid amount (calculated annually) as performance security and within the time frame indicated by the Director, ICAR-IIHR-CHES, BBSR.
- 8. The tendering firm has to carefully assess the scope of work with specific reference to the inside and outside premises of the building and understand the details of the infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect the site i.e. inside and outside of ICAR-IIHR-CHES, BBSR. For any clarification (s) as to the tender/scope of work or inspection of the premises, the prospective bidders may contact following officers:-
 - 1. Dr. K. Kishore, Pri. Scientist Nodal Officer (Security), ICAR- IIHR-CHES, BBSR. During the office hours from 9.00am to 4.00pm
- 9. No interest on Security Deposit and earnest money deposit shall be paid by the ICAR-IIHR-CHES, BBSR to the tenderer.
- 10. The firm is being permitted to give tender in consideration of the stipulations on it's part that after submitting it's tender, it will not resign from it's offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the ICAR-IIHR-CHES,BBSR. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to it, in the manner prescribed by ICAR-IIHR-CHES,BBSR.
- 11. The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract. It shall be for 15 months from the date the firm starts providing Security Services. If the contract period is extended, the Bank Guarantee validity has to be extended accordingly.
- 12. The tenderer are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not full filled in. Person signing the tenders or other documents must ensure that he is an authorized person on behalf of the firm to do so. The person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the Council shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
- 13. Acceptance by the ICAR-IIHR-CHES, BBSR will be communicated by FAX, email, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders

- will be forwarded as soon as possible, but the earlier instructions in the FAX, email/Express letter etc. should be acted upon immediately.
- 14. Details of essential documents required for Technical evaluation of bids are provided in **Annexure-III**.
- 15. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the ICAR-IIHR-CHES, BBSR. The Contract will be strictly monitored as per Scope of work given in **Annexure I** in respect of minimum standard defined in the said Annexure. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated giving by one month notice. The decision of Director, ICAR-IIHR-CHES,BBSR in this regard shall be final and binding.
- 16. The contract will be for a period of one year which can be extended for further period of two more years on year to year basis subject to satisfactory performance of the firm.
- 17. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the ICAR-IIHR-CHES, BBSR shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor.
- 18. The rates quoted by the Agency shall be fixed during the period of the contract till the VDA is revised by the Govt. of India and no request for any change/ modification shall be entertained unless the VDA is revised. While quoting the rates, the firm must make provision Central minimum wages as per the prevailing Govt of India notification.
- 19. It is the obligation of the agency to comply with the Central Minimum wages notified by appropriate Government. The ICAR-IIHR-CHES, BBSR shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this Council. Neither the firm nor its workers shall have any claim on ICAR-IIHR-CHES, BBSR for compensation or financial assistance on this account.
- 20. The firm shall be responsible for payment of Central Minimum wages, EPF and ESI and liability under Employees Compensation Act etc. directly to all the workers account maintained by EPF & ESI as per prevailing Acts/orders of GoI. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. This Council in no case shall be a party to such a dispute. There shall be no employer & employee relationship between ICAR- IIHR-CHES and deployed persons.
- 21. It shall be the responsibility of the firm to comply with all the provisions of acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particulars, then the performance security will be confiscated and firm will be blacklisted.
- 22. The personnel deployed by the Agency should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The service provider will provide the duly filled police verification form of the personnel's to the ICAR-IIHR-CHES, BBSR

- within fifteen days of award of contract and will get them verified from the police authorities.
- 23. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the ICAR-IIHR-CHES, BBSR nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the ICAR-IIHR-CHES, BBSR. The worker will remain the employees of the Agency/Contractors and will be the sole responsibility of the Agency to make it clear to their worker before deputing on work at ICAR-IIHR-CHES, BBSR regional stations. There is no Master and Servant relationship between the employees of the service provider and the ICAR-IIHR-CHES, BBSR and further that thesaid personnel of the service provider shall not claim for any employment or absorption in the ICAR-IIHR-CHES, BBSR by virtue of their engagement for this work.
- 24. The service provider's personnel shall not claim any benefit/ compensation/ regularization/ absorption of services from the Council under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. <u>Undertaking from the persons to this effect shall be required to be submitted by the service provider to ICAR-IIHR-CHES, BBSR.</u>
- 25. The service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
- 26. The employees for the contract shall be of good character and of sound. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of Pan/Gutka, Smoking, using speakers for listening to music and loitering without any work. The workers should not be below the age of 18 years.
- 27. The service provider shall replace immediately any of its personnel, if not unacceptable because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the ICAR-IIHR-CHES,BBSR.
- 28. The damage caused, if any, to ICAR-IIHR-CHES, BBSR property through the acts of the firm and/or by its workers shall be made good by the agency and decision in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to its properties, designated officials or other employees, the contractor shall be liable to make good the lossor pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Director, ICAR-IIHR-CHES,BBSR may deem fit.
- 29. The firm shall be responsible for making timely payment of due Central Minimum wages to the workers employed, depositing of EPF with ESI through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the ICAR-IIHR-CHES,BBSR regional stations, as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm. ICAR-IIHR & regional stations will not at all be liable.
- 30. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or

authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.

- 31. The contractor shall be responsible <u>for all injury and accident to persons employed</u> by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
- 32. In the event of any loss being caused to the <u>ICAR-IIHR-CHES</u>, <u>BBSR & regional stations</u> on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the ICAR-IIHR-CHES, BBSR either by replacement or on payment by adequate compensation.
- 33. The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
- 34. The agency is to execute the contract on job/work contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national holidays etc. and the same if any is to be included in the monthly charge claim in the tender by the Contractor.
- 35. Director, ICAR-IIHR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-IIHR-CHES, BBSR & regional stations for any justifiable reasons, not mandatory to be communicate to the tenderer.
- 36. The Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
- 37. The ICAR-IIHR-CHES, BBSR or its regional stations reserves the right to ask and requires the contractor to remove any person deployed by him without assigning any reasons/notice.
- 38. The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/Contractor is found misbehaving with the ICAR-IIHR-CHES, BBSR, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the ICAR-IIHR-CHES, BBSR & CHES staff.
- 39. Any dispute arising out of and in relation to this agreement shall be referred to the Director, ICAR-IIHR-CHES, BBSR. His decision will be binding on the contractor.
- 40. The duration of the contract shall be initially for one year and extendable up to maximum two years on same rate, terms & conditions if the performance of agency is found satisfactory. The contract can be terminated even earlier by giving one month prior notice by either party in writing on account of any of the following reasons:
 - a) On account of unsatisfactory performance

- b) breach of contract clauses(s)
- c) Persistently neglecting to carry out his obligations under the contract
- 41. The contractor shall have no claim for compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.
- 42. All the fuel, consumables, repair and maintenance etc. required for carrying out the work shall be arranged by the agency itself and no extra payment on this account shall be made to the Agency/Contractor.
- 43. The firm must have local office located at Bhubaneswar. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

(HEAD) CHES,BBSR

ANNEXURE-III

CHECKLIST FOR TECHNICAL BID EVALUATION

Sl. No.	Documents(Strictly as per details below	To be filled by Bidder	Page number
1.	Registration certificate of the firm under shops and Establishment Act., of the State where the firm is registered. It should have validity & indicate the permission for Security Services business.		
2.	The firm must have local office located at Bhubaneswar. DOCUMENTARY EVIDENCE TO BE SUBMITTED.		
3.	Certified Accounting statements of the firm for last 3 years (2019-20 to 2021-22 or 2020-21 to 2022-23) by the Chartered Accountant.		
4.	Last five years (2018-2022 or 2019-2023) experience of the firm in the field of providing security services in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Banks/Insurance Companies or other equivalent organizations of high repute. Provide the details in a tabular form with copies of work order.		
5.	EPF registration certificate issued by Govt. of India/State Government etc		
6.	ESI registration certificate issued by Govt. of India/State Government etc.		
7.	Documentary proof of(Security Guards/Supervisors) registered under ESI, EPF		
8.	The firm must have certificate of Service tax/GST issued by the Government.		
9.	Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details). The firm must enclose notarized affidavit to this effect that there is no criminal/ legal suit pending or contemplated against them.		
10.	Copy of valid ISO certificates		
11.	PAN Registration certificate		
13.	Bid security (EMD) of Rs. 80,000/-(Rupees Eighty Thousand Only)in the form of Demand Draft/Pay order/ Banker Cheque issued by any nationalized/ scheduled commercial bank is favour of Head, CHES,BBSR, payable at Bhubaneswar		
14.	The agency should have obtained licence under Private Agency Security Services and Regulation Act form Government of ODISHA / from any other state Govt where the firm's office is registered.		
15.	Produce latest verification report from the Police Department obtained either in 2022/23 is desirable (Before 01.07.2023)		
16.	Valid license issued in the recent past by the office of the Central Labour Commissioner for providing Security Services		
17.	Average turnover of the Agency during the last Three years in the business of Contractual Services (like Security / Housekeeping & Sanitation services / Manpower Outsourcing) in central / state Govt. Department / Institutions / reputed organization shall be at least Rs. 28 lakhs per annum and should have executed at least one work order for Rs.18.00 lakhs or two work orders of Rs.9.00 Lakhs or three work orders of Rs.6.00 lakhs each in the last three years relating to <i>Security Services only</i> . Balance Sheet duly certified by the Chartered Accountant which is used for filing Income Tax returns indicating the Turnover per annum should be enclosed. Last three years can be (2019-20,2020-21&2021-22 or 2020-21,2021-22 & 2022-23)		
18.	Tender acceptance letter Annexure-V has to be mandatorily uploaded		

Note: Photocopies of all necessary documents duly self-attested must be attached for the purpose of Technical Evaluation.

Sd/-**Head CHES,BBSR**

(CERTIFICATE TO BE GIVEN ON LETTER HEAD AS PART OF TECHNICAL BID)

To,

The HEAD ICAR- IIHR-Central Horticultural Experiment Station, Aiginia, Bhubaneswar–751019

Sir,

It is confirmed that I/we have fully understood the scope of work and all other requirements for Annual Job / work service contract for Security Services at ICAR-IIHR-CHES, BBSR

- 1. I/We have understood the total quantum of work by going through the tender document and/by visiting the campuses at ICAR-IIHR-CHES,BBSR
- 2. I/We gathered all information needed to understand the requirement of this service contract as per the given details in the prescribed Annexures of the Tender documents.

3.

- 4. I/We have hereby agreed to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to executean agreement as per prescribed proforma given in **Annexure VII.**
- 5. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
- 6. I/ We undertake that there are no any legal suit/criminal cases pending against our firm for violation of EPF/ESI, Minimum wages Act or other laws. And there is no criminal/legal suit pending or contemplated against us.
- 7. I/ We are not blacklisted by any Government organization in the field of providing service contract for the Security Services.
- 8. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.

This offer is made to be valid for acceptance by ICAR-IIHR-CHES,BBSR within 90 days from the date of opening of the technical bid.

(Signature of authorized representative of the firm) Stamp/Seal of the firm

ANNEXURE – V

SCHEDULE OF PROPOSED AREAS / BUILDINGS / FARMS ETC., FOR SECURITY SERVICES

SCHEDULE OF PROPOSED AREAS/BUILDINGS/FARMS, ETC. FOR SECURITY SERVICES

Sl.N o.	Block	Area(ha)	Areas/Places/Buildings/farms identified places	Tentative number of duty points
01	Block-I	04	Main Gate, Sales Counter, Information Center, Security Cabin, Conference Hall, Farm Store, RKVY Post Harvest lab and MIDH Seeds lab(ground floor and first floor), Vehicle Shed including Vehicle during night hours (Tractor-2 Nos., Power tiller-02 Nos, Water tanker-02 Nos, Mini Tractor-01 No.,etc.), Garage, Electric Transformer (100 Kva),Organic input unit, Bore well with pump and Mango plantation, Road Lights, Organic Farming Mango plantation, vermin compost & Nadep compost unit, security camera installed in the main gate and roof of MIDH Seeds laboratory building, etc.	01
02	Block -II	20	Mango, Sapota, Minor Fruits, Cashew, Litchi, Banana, Inter Crop & Vegetables, Bore well, Drip Irrigation System and Road Lights. Watchman cabin. Over head Tank, solar light systems, Over Head Tank & Agro Shed Net House, Training center cum Farmers Hostel (under construction), electric sub-station (100 KVA capacity) etc.	01
03	Block-III	16	Main Administrative cum Laboratory building (Ground Floor and First floor), Net House, Poly House, potting shade, Bore well Pump, dug well pump, Drip system, road Lights, Anona, Aonla, Guava, papaya, Cucurbit, Bael, Vegetables, Rain Fed Horticulture, Watchman Cabin & Tower, security camera installed in the roof of main administrative building, main entrance portico, in the side wall of building facing vehicle shed and in the watchman tower, Farm Store, solar light systems, vehicle shed, etc.	01

SHIFT -A: 6am to 2 pm, SHIFT-B:2pm to 10 pm, SHIFT-C: 10 pm to 6 am

Provision has to be made for the reliever and it is mandatory.

(HEAD) CHES,BBSR

ANNEXURE - VI

FINANCIAL BID (TO BE SUBMITTED ONLY ELECTRONICALLY)

(At ICAR-IIHR-CHES, Bhubaneswar-751019)

To,

The HEAD ICAR- IIHR-Central Horticultural Experiment Station, Aiginia, Bhubaneswar–751019

Sir,

I/We wish to submit our tender for providing Security Services at ICAR-IIHR-CHES, BBSR on the following rates:

Sl. No.	Particulars	Service charges all inclusive
1.	The annual job/ work contract for providing Security Services (Civilians) in accordance with highest standards, as per the terms and conditions specified in the Tenders from.	

I/We have carefully read the terms and conditions of the quotation and any are agreed to abide by these in letter and spirit.

Signature
Name & Address of the Firm
Telephone No
Mobile No
Email:

-