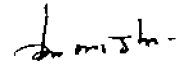


Government of india
Office of the registrar of companies cum official liquidator, odisha
Corporate bhawan, 2nd and 3rd floor,
Plot no.9(p), sector-1, cda, cuttack-753014.

NOTICE INVITING TENDER

PROVISION OF SECURITY GUARDS

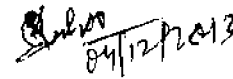
The office of Registrar of Companies cum official liquidator, Odisha invites sealed quotations from reputed firms/companies engaged in the business of security services to provide security services for watch and ward of the "Corporate Bhawan" in Cuttack city for a period of one year and can be renewed for additional period of one year. Tender forms along with terms and conditions can be obtained from the office of the undersigned on payment of Rs.1000/- in cash up to 3.00 p.m. of 23.12.2013. The last date for submission of quotation is 23.12.2013 at 4.00 p.m.



(B. MISHRA)

ROC-CUM-OL, ODISHA,
CORPORATE BHAWAN, 2ND & 3RD FLOOR,
PLOT NO.9(P), SECTOR-1, CDA, CUTTACK- 753014.

DATED: 4TH DECEMBER, 2013.
CUTTACK:


04/12/2013

TENDERING PROCESS:

Sealed tender is invited in two parts i.e. (1) qualifying / technical bid and (2) financial bid. The tender form for qualifying / technical bid prescribed in Annexure-I and the tender form for the financial bid in proforma prescribed in Annexure-II complete in all respects should be submitted at the office in two separate sealed covers addressed to the Registrar of Companies cum Official Liquidator, Odisha, Corporate Bhawan, 2nd& 3rd floor, Plot No.9(P), Sector-1, CDA, Cuttack-753014, Odisha. The sealed covers may be superscribed with "qualifying bid - contract for provision of outsourcing of security guards" and "financial bid - contract for provision of outsourcing of security guards" respectively. It will be opened by the undersigned on 26th of December, 2013 at 11.30 a.m. in the presence of interested attending bidders. Incomplete bid document will be rejected. The valid qualifying bids will be scrutinized by the office to shortlist the eligible bidders. Thereafter, the financial bids of the short listed bidders will be opened by a committee constituted by the competent authority on a subsequent date. Late submission of tenders will not be accepted.

Earnest money deposit of Rs. 1,50,000/- (Rupees one lakhs fifty thousand only) per application in the form of demand draft / banker's cheque of scheduled bank drawn in favour of ROC-cum-OL, Odisha payable at cuttack should accompany the qualifying bid. Qualifying bids without earnest money deposit will be rejected. EMD will be forfeited in case the eligible bidder withdraws during the tender selection process. EMD of unsuccessful bidders shall be refunded.

The successful bidder of the contract has to submit a performance guarantee either by way of fixed deposit or bank guarantee receipt of Rs.2,00,000/- (Rupees two lakhs only) within seven days from the day of obtaining the contract.

The tenderer shall sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in the Annexure I & II enclosed at the end of this document in clear

and legible terms. Wherever, the prices are to be quoted should be written in figures and words as well. Annexures will also have to be signed and stamped by the firm through its authorized signatory.

Tender quotation should contain the rates per guard per eight hour duty per month, separately. The rate should be exclusive of service tax. Requirement of Guards :- 03 in each shift total 09 numbers of security personnel.

The tender forms shall be rejected if it is not complete in any aspect.

Eligibility criteria

The invitation for bids is open to agencies fulfilling the eligibility criteria as per below:

1. The applicant contractor shall have a regular office at Cuttack.
2. The applicant contractor shall have a valid security services license.
3. The applicant contractor shall have a trade license certificate from Cuttack Municipal Corporation.
4. The applicant contractor should have provided minimum 30 guards to a single department at a time in the financial year 2011-12 or 2012-13. A certificate from that organization/ the proof thereof is to be enclosed along with technical bid
5. The applicant contractor (Security Agency) should have been in the business of providing security guards and services for a minimum three years i.e. Since the Financial Year, 2010-11.
6. The agency should have EPFO/Service Tax/ESI Registration along with PAN (document to be furnished with the technical bid).
7. The applicant contractor should be in possession of requisite license from State Government or other competent authorities for running security agency.
8. The security agency should have registered in central /state government for engaging a minimum of 30 Security Guards.
9. The applicant contractor should have a reputed client list.
10. The applicant contractor should be in a position to supply the requisite number of guards within 7 days of execution of agreement.
11. The applicant contractor should be able to provide additional guards required by the Office during the currency of the contract if required.

Signature

TERMS AND CONDITIONS

1. *No bid will be considered unless all the pages of documents comprising the bid are properly signed and stamped by the persons authorized to do so.*
2. *In the event of bid being accepted, the bid will be converted into a contract which will be governed by the terms and conditions given in the bid document.*
3. *The office of ROC-cum-OL, Odisha does not bind itself to accept the lowest bid.*
4. *The agency shall acknowledge that it has made itself fully acquainted with all the terms and conditions and circumstances under which this service is required under the contract will have to be provided and the terms and conditions specifications and other details of the contract. The agency shall not plead ignorance of any matter as an excuse for deficiency in service or failure to perform with a view to asking for increase of any rates agreed to in the contract or for evading any of its obligations under the contract.*
5. *In the event of agency failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulging in following omission or commission then the ROC-cum-OL, Odisha shall be entitled to terminate the contract forthwith. The security deposit shall be forfeited.*
 - A. *If the agency or its agents or employees are found guilty of fraud in respect of the contract or any other contract entered into by the agency or any of its partners representative thereof with the ROC-cum-OL, Odisha.*
 - B. *If the agency or any of its partner becomes insolvent or applies for relief as insolvent or commences in the insolvency proceedings.*
 - C. *At any time during the pendency of this contract, it comes to the notice of ROC-cum-OL, Odisha that the agency has misled by giving false or incorrect information.*
6. *The agency will be responsible for the conduct of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the agency or any of the workers agents and others deployed by the agency in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. ROC-cum-OL, Odisha will not be liable for any loss or harm to any person within or outside ROC-cum-OL, Odisha campus from any omission or commission of any of the*

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workers, agents any others deployed by the agency in the course of providing any services stated in the contract.

- 7. *The ROC-cum-OL, Odisha shall not be liable for any compensation, claim or damages etc due to any accident, injury or harm to any person deployed by the agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with the duties . The ROC-cum-OL, Odisha shall not be liable for any such claim in any manner.*
- 8. *Without prejudice to the terms of the contract, the agency will be liable to reimburse ROC-cum-OL, Odisha of any cost or legal liability penalty fine imposed on the office by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the agency or any of the workers deployed by the agency in the course of providing any services stated in this contract.*
- 9. *It shall be the responsibility of the agency to comply with the provisions of various labour laws.*
- 10. *The agency shall comply with all obligation of state and central government. The ROC-cum-OL, Odisha shall not be liable for any contravention or non-compliance on the part of the agency. Any contravention or non-compliance on the part of the agency would be construed as a sufficient ground for termination of the contract at the discretion of ROC-cum-OL, Odisha. In the event of ROC-cum-OL, Odisha being imposed with any penalty or fine etc. by any agency or authority due to non-compliance or contravention on the part of the agency to any statutory law, rules or regulations etc. the ROC-cum-OL, Odisha reserves the right to recover such fine or penalty etc. from the agency by way of recovering from the bills raised by the agency or by any other means.*
- 11. *The ROC-cum-OL, Odisha may discontinue the contract at any point of time, by giving notice of at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensations payable to agency or any other person.*
- 12. *The agency shall discontinue the contract at any point of time by giving notice at least 60 days before the intended date of discontinuance. But it will amount to forfeiture of its security deposit submitted by it in case of discontinuation without notice and notice less than 60 days prior to the intended date of discontinuation. ROC-cum-OL, Odisha will have the right to claim damages and recover from the payments due to the agency or by any other means in addition to forfeiting security deposit of the agency.*
- 13. *Employee card must be issued to the employees and the wages must be paid to them on acquaintance roll by the tenth day of every month. Before submission of bills by the agency to ROC-cum-OL, Odisha for payment against the jobs carried out by him. A certificate will have to be submitted by the agency of having paid in full to the workers employed by them.*

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- 14. *The agency shall comply with all statutory liabilities and obligations of state and central government.*
- 15. *The workers employed by the agency will not be treated as employees of the ROC-cum-OL, Odisha for any purpose whatsoever.*
- 16. *The ROC-cum-OL, Odisha shall have a right to periodical inspection with a view to ensuring deployment of all categories of guards at the designated spots.*
- 17. *The agency shall be required to enter into an agreement on a non judicial stamp paper of not less than rupees hundred on receiving the intimation to letter of intent and to start work within seven days from the date of receipt of intimation.*



Scope of work:

1. *The agency shall provide security services with requisite security guards in Corporate Bhawan on all days including Saturdays, Sundays and national holidays.*
2. *The personnel deployed shall be capable of handling the CCTV cameras / Fire fighting system that have been installed / to be installed in the premises.*
3. *The agency shall provide a round the clock high standard security on a 24 x 7 basis on all the days to safeguard the devices and assets of the ROC-cum-OL, Odisha. The agency shall ensure full security to the premises and its property from pilferages and maintain the standard security norms to protect the above premises from other insecurities.*
4. *The agency shall ensure proper locking of the premises, common area etc. In case of any theft, breakage, pilferage of any furniture or fittings, furniture, equipment etc., the responsibility shall be of the security personnel and the security personnel shall report the same to the controlling authorities immediately. If after enquiry it is found that the loss has occurred due to the negligence of the security guard on duty, the ROC-cum-OL, Odisha will have full powers to recover the loss in full or adjust from the dues of the agency or by any other means.*
5. *ROC-cum-OL, Odisha may increase or decrease the required number of manpower and the agency shall be bound to provide or adjust the person accordingly and should be construed as part of agency's performance.*
6. *The agency shall submit bio-data along with identity proof, and as proof of its security guards duly verified before commencement of the contract.*
7. *The guards deployed should have attended the required training programme and relevant certificate shall be produced before deployment.*
8. *During surprise checks by any of the authorized officers of ROC-cum-OL, Odisha if a particular guard is found negligent or sleeping or drunk on duty or indulging in the abuse of like nature, the agencies will have to replace the guard with any other proper and fit person without questioning the decision of the officer concerned of the office.*
9. *The agency shall ensure immediate identification and proper handling of unclaimed material or goods lying in or around premises.*
10. *The agency shall ensure immediate communication to controlling authority of any reportable incidents.*
11. *The agency shall maintain proper register or log book of security personal.*

Signature

12. *The agency shall provide proper uniform, identity cards, badges, whistle, lathi, emergency lamps torch, umbrellas raincoats etc. to supervisor and guards deployed at the premises of the ROC-cum-OL, Odisha.*
13. *All the security guards posted shall be in sound health.*
14. *The rotation of duties shall be effected at various locations. They should note on the entry and movement of the vehicles, men and material. They should collect a pass or delivery challans issued by the officer in charge for the outgoing and incoming materials or items.*
15. *The security guards should maintain utmost vigil and shall be on rounds in the duty area allotted at frequent intervals of time. Any shortcoming in this issue will be dealt with seriously and action will be initiated which may include termination of contract.*
16. *The security guards should not accept any registered post, speed post or sign any document from courier agency on any working day or holidays.*
17. *The behaviour of the deployed manpower by the agency for the security duty shall be of decent nature and should cooperate with the officials, visiting guests. If in case of a report of any complaint on the issue or is found breaching this aspect, this guard or supervisor shall be instantly removed from the duty by the agency and the decision of the controlling authorities. will be final and binding on the agency.*
18. *No accommodation shall be provided to the security guards or supervisor inside the complex.*
19. *The agency shall arrange a suitable accommodation for the stay in nearby area if required so.*
20. *The performance guarantee shall be kept in the custody of ROC-cum-OL, Odisha till the expiry of the contract and will bear no interest. The performance guarantee will be refunded to the agency after deducting any financial liabilities, which the agency owes roc-cum-ol. odisha. If the final liabilities are more than performance guarantee, the agency will be legally bound to pay the balance liability within seven days from the date of issue of notice for discontinuance of the contracts awarded.*
21. *Income tax as applicable will be deducted at source from each bill for which necessary PAN is required to be provided.*
22. *The work shall be executed as per the directions and to the satisfaction of the officer in charge.*
23. *The guards should be in the age group of 25 to 45 years.*
24. *The guards should have an educational qualification of atleast 8th pass.*

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- 25. *The agency shall have insurance coverage for the workers and follow all safety measures during the work execution. Any liability occurring during work such as accident, injury, loss of life, damage to the property, the same shall be compensated and made good by the agency only and the ROC-cum-OL, Odisha will not be responsible in any manner.*
- 26. *The contract will be terminated by the competent authority if the performance of the agency is found unsatisfactory at any point of time.*
- 27. *During the contract period, the agency shall make salary and other payments and provide other things in time without waiting for the bill payments passed and paid by the ROC-cum-OL, Odisha.*
- 28. *The agency shall have its own monitoring system to ensure that the guards are available at the designated points during their working shifts.*
- 29. *The contractor shall provide dedicated security guards and any change in the personnel supplied should be made only in very exceptional circumstances. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent. The guards must report to duty strictly for eight hours. Seven days a week as per the roaster or duty schedule to be prepared in this regard. This shall exclude the half hour lunch break, turn by turn.*
- 30. *The expenses on uniforms, other accessories rain wear etc. Shall be borne by the contractor alone.*
- 31. *A log sheet specifying daily reporting and relieving time of security guards shall be maintained by each guard. The contractor should submit the dully filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.*
- 32. *The security guards hired should satisfy the following conditions:*
 - A. *Guards should wear the uniform, while on duty, prescribed by the contractor.*
 - B. *Guards should have undergone proper training on all security related issues, should be decent and well behaved.*
 - C. *Once the guard has been allotted a spot / site he shall remain in the same position till he is shifted.*
- 33. *In case of security guard remaining absent from duty, a substitute shall be provided by the contractor immediately. In case a substitute is not provided, proportionate contract charges are liable to be deducted from the contract charges payable. In addition to the above, the penalty may also be levied for late reporting / non-reporting of guards.*

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34. *In case of non-compliance of the terms and conditions of the contract, the penalty may be levied on the basis of certificate signed by the controlling authority. There is a penalty for some of the defaults are as under*

<i>Serial number</i>	<i>Nature of default</i>	<i>Penalty rupees</i>
<i>1</i>	<i>Late reporting</i>	<i>100 per day</i>
<i>2</i>	<i>Nonreporting</i>	<i>500 per day</i>
<i>3</i>	<i>Refusal of duties</i>	<i>500 per instance</i>
<i>4</i>	<i>Non-observation of a dress code</i>	<i>100 per instance</i>
<i>5</i>	<i>Change of security guards without prior permission</i>	<i>1000 per instance</i>

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Technical bid:

The technical bid submitted by the bidder shall include the following and the financial bids will be opened only on submission of the following along with the tender document.

1. *A detailed profile of the organization to be submitted.*
2. *Details of organization where more than 30 security guards were employed in the Financial Year, 2010-11, 2011-12 and 2012-13 certificate to be enclosed.*
3. *Full particulars of govt or other organizations, where the agency has carried out security services contract for a period of more than two years (self attested copies of the relevant work orders are to be enclosed)*
4. *Copy of audited balance sheet profit and loss account and income tax return particulars of the bidders for the last three financial years are to be submitted. In case of company up to date filing of statutory returns such as annual return and balance sheet before the roc and proof thereof be furnished.*
5. *Copy of the security services license / certificate/ /trade licence.*
6. *Certificate declaring compliance of the applicable law relating to security service.*
7. *A copy of PAN Card/EPFO/ESI/Service Tax Registration.*
8. *Information regarding any litigation, current or during the last three years in which the bidder was / is involved, the opposite parties (s) and the disputed amount.*
9. *Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with the reasons for the same (copies of the relevant documents to be enclosed). An undertaking to the above to be submitted.*
10. *During the evaluation of the bids, the ROC-cum-OL, Odisha may at its discretion ask the bidder for clarification of its bid.*

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(Roc-cum-OL, Odisha.

Place :Cuttack.
Date: 04/12/2013.



Qualifying / technical bid

To
The ROC-cum-OL, Odisha.

Ref: Tender for providing security services – reg.

Sir,

I / we hereby undertake to provide security guards at the premises of Corporate Bhwan, Plot No.9(P), Sector-1, CDA, Cuttack as specified in the bid / tender document. I / we shall be bound by a communication of acceptance issued by you.

I / we have understood the instructions to bidders and terms and conditions of contract as specified in the tender document and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my / our offer is to provide the services strictly in accordance with the requirements.

Certified that I/ we have the experience of more than 03 years in providing security services and related works. Certified copies of at least one work order pertaining to each of the last three years are enclosed with the bid.

Certified that we have a regular office at Cuttack.

A detailed profile of the organization as prescribed is enclosed with the Technical bid. Other details required to be submitted with the bid as per the bid document are also enclosed as follows:

- (a) copies of valid empanelment certificate from appropriate authority for undertaking security service contract.*
- (b) list of reputed clients along with documentary evidence (self attested copies of the relevant work orders are to be enclosed)*
- (c) certificates to the effect that we have employed more than 30 Guards in one organization in the Financial Year, 2011-12 and 2012-13.*
- (d) copy of audited balance sheet, profit and loss account/ ITR of the bidder for the previous three Financial Years 2010-11, 2011-12 and 2012-13.*
- (e) copy of the All India Security Services License / certificate./ Trade License.*
- (f) copy of the private securities regulation act license / certificate.*
- (g) A copy of PAN Card/EPFO/ESI/Service Tax Registration certificate.*

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(h) information regarding any litigation current or during the last three years in which the bidder was / is involved, the opposite party(s) and the disputed amount.

(i) details regarding any work order that was abandoned at any stage prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed)

(j) earnest money deposit of Rs. 1,50,000/- by means of demand draft / pay order drawn in favour of the ROC-cum-OL, Odisha payable at Cuttack.

Yours faithfully

Signature and stamp of the bidder or
Authorised signatory

Dated this _____ day of _____ of 2013

Telephone _____ email _____

Fax _____

Address _____

Company seal

Signature of the bidder



Financial bid document

1.	Name of the registered firm/company	
2.	Address of the company /agency with telephone no. Fax, e-mail.	
3.	Name and address of the partners/ directors with mobile nos.	
4.	Contact person(s) with mobile nos.	
5.	Rate per person on eight hour duty per month per guard for 30 man days . Details to be furnished.	

Details	Per guard for 30 man days.
Basic	
D.A.	
Total	
HRA	
Conveyance allowance	
Washing allowance	
ESI	
Provident Fund	
Bonus	
Gratuity	
Leave encashment	
Reliever charges	
Labour welfare fund	
Clothing	
Any other perks.	
Total	
Agency commission	
Total:	

Signature and stamp of the bidder or
Authorised signatory

Dated this _____ day of _____ of 2013

