



Odisha State Health & Family Welfare Society



Deptt. of Health & Family Welfare, Govt. of Odisha
Annex Building of SIH&FW , Nayapalli, Unit-8, Bhubaneswar-751012
Phone/Fax: 0674- 2392479/80/88

Advt. No. 36/19

Date: 6.8.2019

TENDER CALL NOTICE FOR PROVIDING SECURITY SERVICE

Sealed tenders are invited from eligible authorized agencies for providing Security Services on an outsourcing basis to this office. Details regarding the eligibility criteria, terms & condition and formats of submission of tender may be downloaded from the website www.nhmodisha.gov.in (under link 'tender'). Your tender should reach the office of the undersigned by **27th August 2019 (till 3 PM)**. The Tender (Technical Bid) will be opened at **3.30 PM on 27th August 2019**. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
Mission Director
NHM, Odisha

**TENDER FOR SELECTION OF AGENCY TO PROVIDE SECURITY SERVICES ON AN
OUTSOURCE BASIS**

- 1 Sealed tenders are invited from eligible firms/Agencies having adequate experience in providing security services on an outsource basis.
- 2 Interested bidders may obtain detail terms and conditions for taking up this assignment. by downloading the tender document from the website **www.nhmodisha.gov.in**
- 3 **Instruction for Submission of Bid :**
The tender should be submitted in two parts i.e. **Technical Bid (Cover-A)** and **Financial Bid (Cover-B)**. The bidders should submit their **Technical** and **Financial bid separately in two separate envelopes** and both the envelopes should be put into **another cover envelop** superscribed as **“Tender for Providing Security Services on an outsource basis in reference to adv. no _____”**. The Technical & Financial Bid envelopes should be clearly marked as Technical Bid & Financial Bid on the top of the relevant envelopes and the name of the bidder at the left bottom side of the envelopes. All the envelopes (Inner & Cover envelopes) should be addressed to:
**The Mission Director,
National Health Mission,
SIHFW Annex Building, Nayapalli, Unit-8,
Bhubaneswar – 751 012, Odisha.**
4. The tender must be accompanied by tender document cost of Rs.2,240/- (inclusive of GST) – *Non refundable and EMD of Rs.20,000/- in the shape of a demand draft* from any Nationalized / Schedule Bank payable at Bhubaneswar and in favour of the Mission Director, NHM, Odisha. The tender document cost and EMD should be put in the Technical Bid (Cover A) envelop. Tenders not accompanied by tender document cost & EMD will not be considered. EMD of the unsuccessful bidders will be returned without interest on finalization of bid. In the absence of the EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Department, Govt. of Odisha office memorandum no. 21926 dated 12.8.2015, the **local MSEs** registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC are exempted from submission of EMD while participating in tenders of Govt. Departments and Agencies under its control. It is further clarified that the above exemption is applicable to **local MSEs registered in Odisha only**. This exemption to the local MSEs shall be applicable if the kind of service as required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC / NSIC registration certificate (to be furnished in the technical bid).
5. Bidders who meets the eligibility criteria and qualifies in technical bid evaluation (as per evaluation criteria mentioned below), their financial proposal shall only be opened.
6. Last Date of submission of tender is **27th August 2019, 3 PM**
Date of tender opening (Technical Bid): **27th August 2019, 3.30 PM**. The date of financial bid opening shall be communicated to the qualified bidders only at a **later date**.

A) Eligibility Criteria:

The firm

1. Should be in the business for at least 3 years in sourcing & providing personnel for Security Services.
2. Must have **average annual turnover of Rupees Three Crores** or more in the last three financial years (2015-16, 2016-17 & 2017-18). The bidder is required to furnish a turnover certificate duly attested by a Chartered Accountant to this effect with year wise break-up. In addition, they have to furnish the **audited** balance sheet P&L Account statement (of the last three financial years) duly signed by a Chartered accountant in support of the turnover statement furnished.
3. Should have successfully executed at least five contracts of similar nature (**Security Services**) for any **Government / Semi-Government agencies/ Govt. Corporations / PSUs / Banks** during last three financial years. The bidder is required to furnish the copy of the **Work Orders of similar assignments (Security Services)** along with the **Certificate of Successful Performance** issued by the concerned authority / **executed** agency. These information are to be furnished in the required format as mentioned in the Tender Form Cover A – Tender Form T2)
4. Should have a registered office or one of the branch offices in Bhubaneswar.
5. Should not have any track record of Contract termination of the previous assignments for providing personnel to NHM, Odisha.
6. The Bidder must not have been blacklisted either by the tender inviting authority or by any State Govt. or Govt. of India organization. The agency shall submit undertaking regarding the same on Non Judicial Stamp paper of Rs.20/- with clauses as mentioned in Sl.19 of Form-T1.
7. Must have valid labour registration certificate (Form 3) issued by any district labour authority in Odisha.
8. Must furnish the contract labour license for any two clients (**Government / Semi-Government agencies/ Govt. Corporations / PSUs / Banks**) in Odisha for which security services has been undertaken.
9. Must have **valid license** in Form VI (must be valid on the date of technical bid opening) to engage in the business of Pvt. Security Agency from Odisha Police (Intelligence Department) / Home Department, Govt. of Odisha (Valid PSARA License)
10. Must have **ISO 9001** certification.
11. Must be registered under EPF
12. Must be registered under ESI
13. Must have a PAN
14. Must have GST registration number
15. Must be submit the **tender document cost of Rs.2,240/-** (inclusive of GST).
16. Must submit **the EMD of Rs.1,00,000/-** in the shape of demand draft from a Nationalized / Schedule Bank

B) QUALIFICATION REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SECURITY AGENCY IN THE OFFICE OF THE MISSION DIRECTORATE, NHM, BBSR.

SECURITY GUARD

- He should be above 18 years of age and not exceeding 40 years

- Minimum educational qualification : 10TH Pass
- Minimum Take home pay : **Rs.9,600/-** (Includes employee's share of EPF & ESI but excludes Employer's share of EPF & ESI)

The tender inviting authority reserves the right to ask the successful bidder to provide a pool of staffs from which suitable staffs shall be selected as per the criterias mentioned above.

Note : The bidder is required to quote the price (**Service Charge**), in whole Rupees & no fraction of Rupee will be considered and quoting in fraction of Rupee will be lead to summarily rejection of financial bid. There must not be **any compromise** on the **take home remuneration** mentioned above.

C) Evaluation & Selection Criteria:

1. Technical bid shall be evaluated first for those bidders who fulfil the eligibility criteria.
2. The technical bid shall be evaluated and marking shall be awarded based on the following parameters/criteria:

SI. No.	Evaluation Parameter	Total Mark	Criteria for award of Mark
A	Turnover (last 3 financial years): Average annual turnover of the last three financial years from similar activity	20	> 3.00 cr ≤ 5 cr : 5 marks > 5 cr ≤ 7 cr : 10 marks > 7 cr ≤ 10 cr : 15 marks > 10 cr : 20 marks
B	Experience: 1) No. of years of experience in similar business (Year of Establishment or Commencement of business) 2) No. of contracts awarded and successfully executed in last three years with State Govt./ Central Govt./ Semi-Govt./ Govt. owned Societies / Corporation / PSUs / Banks	10 20	> 3 yrs ≤ 5 yrs : 5 marks > 5 yrs : 10 marks > 5 nos ≤ 10 nos : 10 marks > 10 nos ≤ 15 nos : 15 marks > 15 nos : 20 marks
	Total Score	50	

3. Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 35 marks or more** in technical evaluation shall qualify for **financial bid opening**. The bidder in the financial bid with **lowest price** [Total per person/ Month (excluding GST)] shall be awarded the contract. As the EPF & ESI % are fixed, in case some bidders quotes the rounded off figure (in total figure), then evaluation will be made by either recalculation of the same as per actual figure / or recalculation of the actual figure to the rounded off figure and any of this criteria will be applicable for all bidders for evaluation. However, in case two bidders quote the same

lowest price, then the firm with the **highest mark** in the technical bid shall be awarded the contract. However, if two bidders quote the same lowest price and their technical mark also become equal, then in that case the bidder having the higher annual average turnover shall be awarded the contract.

TERMS & CONDITIONS

GENERAL

1. The agreement for the selected agency shall be for a period of **two years**. Initially, the contract with the selected agency shall be signed for a period of **one year** which shall be renewed for another **one year** depending on satisfactory performance of the agency. The service agreement shall commence from the date of signing of the contract and shall continue till **one year** from the date of signing of the contract unless it is curtailed or terminated by the authority owing to deficiency of service, sub- standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The service agreement may be extended further by the mutual consent of the Security Agency and Mission Directorate, NHM.
3. The agreement may be extended, on the same terms and conditions or with some additions/deletions/modification, for a further specific period mutually agreed upon by the Security Agency and the Mission Directorate, NHM.
4. The Security Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any third party agency.
5. Mission Directorate, NHM, at present, has tentative requirement of Security Guard – Semi Skilled (25 nos.). The requirement of the Mission Directorate, NHM may further increase or decrease marginally, during the period of contract also and the security agency would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Security Agency will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving **15 days** notice to the Security Agency if the service is found to be unsatisfactory.
8. The Security Agency has to provide the uniform dress, badge, shoes, baton, and umbrella, torch light (for night shift) and Photo Identity Cards to the security persons deployed by them for carrying out the work. The deployed security personnel must wear the uniform dress with shoe, baton & photo identity cards while performing duty.
9. The Security Agency shall ensure proper conduct of the deployed security personnel in office premises and enforce prohibition of consumption of alcoholic drinks, betel, smoking, loitering without work.
10. The transportation, food, medical and other statutory requirements in respect of each personnel provided shall be the responsibility of the Security Agency.
11. Working hours would be normally **8 hours per day** during working days. The security personnel are to be deployed in shift basis **on all working days & holidays**.

12. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
13. The Security Agency shall nominate a Coordinator who shall be responsible for immediate interaction with the authority so that optimal services of the persons deployed could be availed without any disruption.
14. The entire financial liability in respect of security guards deployed in the Department or Office concerned shall be that of the Security Agency and the Department or Office concerned will in no way be liable. It will be the responsibility of the Security Agency to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the office concerned.
15. For intents and purposes, the Security Agency shall be the "Employer" within the meaning of different Rules and Acts in respect of personnel so deployed. The persons deployed by the Security Agency shall not have any claim whatsoever like employer and employee relationship against Mission Directorate, NHM.
16. The Security Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to manpower deployed. Mission Directorate, NHM, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Security Agency the deployed person can place their grievance before a Joint Committee consisting of a representative of Mission Directorate, NHM and an authorized representative of the Security Agency.
17. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Security Agency in the course of their performing the functions/duties, or for payment towards any compensation.
18. The person deployed by the Security Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
19. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Security Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
20. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Security Agency.
21. The Security Agency must be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, etc., and a copy of the registration should be submitted. The Security Agency shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
22. The Security Agency shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal

reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Security Agency. The Security Agency shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

23. The persons deployed by the Security Agency should have good police records and no criminal case should be pending against them.
24. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or Office concerned. The Security Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

25. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Security Agency as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
26. The Security Agency shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Office concerned. Mission Directorate, NHM shall have no liability in this regard.
27. The Security Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the Department or office concerned.
28. The Security Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
29. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
30. In case, the Security Agency fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Security Agency, to the extent of the loss or obligation in monetary terms.
31. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. Mission Directorate, NHM will have no liability towards non-payment of remuneration to the persons employed by the Security Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the assets / documents in the office premises by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

32. The Technical Bid should be accompanied by **tender document cost** of **Rs. 2,240/-** (inclusive of GST) –Non refundable and **Earnest Money Deposit (EMD)** of **Rs.1,00,000/-** (refundable) without interest in the form of Demand Draft / Pay Order drawn in favour of **Mission Director, NHM** from any of the nationalized /scheduled bank payable at Bhubaneswar **failing which the tender shall be rejected out rightly.**
33. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of award of contract, the EMD shall stand forfeited without giving any further notice. The EMD of successful Tenderer may be adjusted against the performance security or shall be returned after submission of performance security.
34. The successful bidder will have to deposit a **performance security** amount of **Rs.3,00,000/-** (Rupees Three Lakh only) in the form of Demand Draft in favour of Mission Director, NHM covering the period of contract or the extension there of if any. In case of successful local MSE, the bidder will have to furnish 25% of the stipulated performance security.
35. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Security Agency shall be liable to be forfeited besides annulment of the Agreement.
36. The Security Agency shall raise the bill, in triplicate, along with attendance sheet duly certified by the authorized person of Mission Directorate, NHM or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Security Agency has to release the monthly salary of the persons deployed at the office by first week of succeeding month.
37. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax, etc. should be necessarily accompanied with documentary proof (Challan) pertaining to the bill of the preceding month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
38. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Security Agency shall be deducted from its monthly bills in the succeeding month.
39. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
40. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
41. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Bhubaneswar Court only.
42. The successful bidder will enter into an agreement with Mission Directorate, NHM for supply of suitable and qualified manpower as per requirement of this office as per the above terms and conditions.

TENDER FORM – T1
To be submitted in COVER A (Technical Bid)

(Pl. arrange the documents **serially** in the order as mentioned in the format below)

1	Name of the Firm/Agency	
2	Registered office Address of the firm /Agency Telephone No Fax No. Email ID	
3	Office address of the Branch office in Bhubaneswar (If registered office is not in Bhubaneswar) Telephone No Fax No. Email ID	
4	Name of authorized signatory (in block letters)	
5	Specimen signature of authorized signatory	
6	Telephone number of authorized signatory Firm /Agency	
7	Draft number, Name of Bank & date of Tender Document Cost of Rs. 2,240/- -submitted by the firm/Agency (yes/No)	
8	Draft number, Name of Bank & date of the EMD of Rs. 1,00,000/- -submitted by the firm/Agency (yes/No)	
9	Registration no. of the Firm/Company	Year of Registration : (Furnish Photocopy of Firm/company registration certificate)
10	Registration Certificate (Labour) No.	(Furnish Photocopy of Labour registration certificate)
11	GST Registration No	(Furnish Photocopy of GST Registration)
12	License to engage in the business of Pvt. Security Agency issued by Odisha Police / Home Department	[Furnish Photocopy of Valid License (must be valid on the date of technical bid opening) issued by Odisha Police / Home Dept.]
13	ISO 9001 certification of the organization	(Furnish Photocopy of the ISO 9001 organization)
14	PAN no (furnish Photo Copy of PAN)	(also Furnish photocopy of PAN)
15	P.F Registration No.	(Furnish Photocopy of P.F. Registration Certificate)

16	E.S.I. Registration No.	(Furnish Photocopy of E.S.I. Registration Certificate)
17	No. of Security Staffs available with the agency	
18	Average Annual Turnover certificate duly attested by a Chartered Accountant (In the letterhead of the Chartered Accountant) to this effect with year wise break-up Audited Profit & Loss Account Indicating turnover duly signed by chartered accountant with membership no., to be submitted for last three financial years.	2015-16: 2016-17: 2017-18: (Attach turnover certificate duly attested by a Chartered Accountant with membership no. to this effect with year wise break-up. Also attach photocopies of the audited P/L account of each year highlighting the turnover in support of that)
19	The organization have to submit the Affidavit (On original Stamp Paper of Rs.20/- certified by Notary) with the following clauses : 01. Our organization has not been blacklisted by any Government Organization 02. Our organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/MW Act or any other law. 03. Our organization agrees to abide by all terms & conditions of tender. 04. The price quoted by our organization is inclusive of minimum take home pay mentioned in the tender, all statutory charges, administrative charges & taxes.	Submit the Affidavit in Original Stamp Paper certified by Notary
20	Whether have any track record of contract termination of the previous assignments for providing personnel to NHM, Odisha (Yes/No)	
21	Whether all documents submitted signed by the authorized signatory of the firm/agency (Yes/ No)	
22	Details of contracts & work orders executed in last three years	Furnish information in Tender Form T2 along with copies of contract / work order

DECLARATION

I / we hereby certify that the terms and conditions given with the tender call notice have been read carefully and acceptable to me/us and that the information furnished above is full and correct to the best of my /our knowledge. I / we understand that in case of any deviation in the above statement at any stage, my/our Firm/Agency will be **blacklisted** by your office and will not have any dealing with your office in future.

(Signature of the authorized signatory)

Seal

Place
Date

TENDER FORM – F1
To be submitted in COVER B (Financial Bid)
MONTHLY RATE / SECURITY GUARD
(Rate per person per Month inclusive of all statutory liabilities)

I. Monthly Rate per Security Guard (Excluding GST)

Sl. No.	Manpower Type	Monthly Rate per Person (Rs.)					
		*Take home Remuneration / month (based on <u>30 days service</u> to be taken into account for evaluation)	EPF (Employer's Share 13%)	ESI (Employer's Share 4.75%)	Other dues, if any	**Service Charge	Total per person/ Month (excluding GST)
		1	2	3	4	5	6 = 1+2+3+4+5
1.	Security Guard (Semi Skilled)						

II. GST: Pl. mention the % of GST with HSN Code to be chargeable (as applicable) **on & above** the monthly rate mentioned above: _____

* **Minimum take home remuneration** for Security Guard (Semi Skilled) should be **Rs.9,600/- (Includes employee's share of EPF & ESI)**

** The bidder is required to quote the price (**Service Charge**) in **whole Rupees & no fraction of Rupee** will be considered and quoting in fraction of Rupee will be lead to summarily rejection financial bid. There must not be **any compromise** on the **take home remuneration** mentioned above.

Date :

Signature of the Authorized Person

Place :

Full Name

Seal

Note

1. The total rates quoted by the tendering agency should be inclusive of all statutory liabilities (excluding GST) in force at the time of submission of bid.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.