

TENDER DOCUMENT

FOR

SECURITY SERVICE PROVIDER

DIRECTORATE OF INDUSTRIES, ODISHA
CUTTACK

Telephone: 0671-2301892 | E-mail: diorissa@nic.in | Website: <http://diodisha.nic.in/>

Tender Notice

Directorate of Industries, Odisha, Cuttack

No. 1834/Ind. Date: 22.02.2018

Notice inviting Tender for award of contract for providing services of Security Guard

Sealed tenders are invited under two bid system from reputed & experienced service providers to provide services of Security Guard for a period of one year w. e. f. the date of effectiveness of the agreement on contract basis for their engagement in "Directorate of Industries, Odisha, Cuttack".

The detailed information for outsourcing the service of aforesaid services has been given in the Tender Document which may be downloaded from the website <http://diodisha.nic.in/>. The downloaded tender document should be accompanied with a D.D for Rs.200/- (Rupees Two Hundred only) along with the tender bid. The EMD of Rs.30,000/-(Rupees Thirty Thousand only) should also be paid by Demand Draft drawn on State Bank of India, Main Branch, Cuttack in favour of Director of Industries, Odisha, Cuttack payable at Cuttack along with the technical bid. The last date, time and place for submission of Tender document is 15.03.2018 by 3.00 PM in the Drop Box of the Industries Directorate, Killamaidan, Cuttack. Tender document received by any other mode will not be accepted.

Any corrigendum(s) shall be communicated through the website <http://diodisha.nic.in/>.

Sd/-

(dated: 22.02.2018)

Director of Industries

TENDER DOCUMENT

For providing Services of
Security Guard to the Directorate of Industries, Odisha, Cuttack
by a Security Service Provider

Tender Schedule

- a) Last Date and Time for 15.03.2018 by 3.00 PM in the submission Tender Document: Drop Box of the Industries Directorate, Killamaidan, Cuttack
- b) Date and time for opening of 22.03.2018 at 4.00 PM in the Technical Bids Conference Hall of Industries Directorate, Killamaidan, Cuttack
- c) Date and time for opening of 22.03.2018 at 5.00 PM in the Financial Bids Conference Hall of Industries Directorate, Killamaidan, Cuttack

Note: Late bid shall be out rightly rejected.

Sd/-

(dated: 22.02.2018)

Director of Industries

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BIDDER'S COVERING LETTER

To
 The Director of Industries,
 Odisha.

Ref: Tender no: _____

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this _____ Day of _____ (the month and year)

Signature of Authorised Signatory _____

In capacity of _____

Duly authorized to sign the bid for and on behalf of _____

The cost of bid document: Rs. _____/

Crossed D.D. no. _____ dated _____

Drawn on bank: _____

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To

The Director of Industries,
Odisha.Sub: Authorization for attending bid opening on _____ (date) in the
Tender for Security Services for the DI (Tender no: _____).

Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference with Name & Specimen Signature

Sl.	Name in order of preference	Signature
1		
2		

OR

Officer authorized to sign the bid documents on behalf of the bidder.

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.

(Directorate of Industries, Odisha, Cuttack)

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

Scope of Work:

1. The Service Provider shall provide security services by deploying adequately trained, experienced and well disciplined security personnel who are preferably Ex-servicemen / Ex-Paramilitary / Ex-Armed Forces. They will regulate entry and exit of any vehicle, person safeguard of the premises, movable and immovable assets, equipment and also guard the Campus of Directorate of Industries, Odisha, Cuttack round the clock and guard against any thefts, pilferage or damage and also ensure safety of the employees or any other persons working therein.
2. The security personnel shall be deployed round the clock in 3 shifts at the Directorate to work in the premises on 24x7 basis.
3. The Service Provider shall ensure proper inward and outward movement of men, materials and vehicles, etc. as per instructions given from time to time by the Authority of the Office. The Service Provider should be responsible for maintaining proper traffic of the incoming and outgoing vehicles and to ensure that there is no congestion whatsoever at any moment of time. Parking of Vehicles at proper place has to be ensured by Security Guards.
4. Controlling unauthorized entry or exit of vehicles in & around the Main Gate of the Office.
5. To carry out surveillance of the allocated area.
6. Any other services on need basis as and when informed by the Authority of the Office.
7. The security personnel deployed shall take regular rounds of the premises in and around the campus and should be vigilant and remain alert to avoid any unforeseen event.
8. The security personnel must have minimum knowledge on Fire Safety Operation.
9. The Service Provider shall keep the Director of Industries or officer authorized by him of the Directorate informed of all the matters relating to security and co-operate in the investigation of any incident relating to security including breach of security.

General Instructions

1. The Director of Industries, Odisha, Cuttack (herein after called "Authority") requires the services of reputed, well established and financially sound Security Service Provider having experience in providing Security Personnel (herein after called "Service Provider") to provide services of Security Guard in Directorate of Industries, Odisha, Cuttack.

2. The contract for providing the aforesaid services is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the Office for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Office's requirements. The Office, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Office has tentative requirement of the services of manpower as given below:

Name of the Post	Number	Place of Posting
Security Guard	2 per shift X 3=06	Directorate of Industries, Odisha, Cuttack.

4. The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand only) along with Proof of Tender Paper Cost and other requisite documents by 15.03.2018 up to 3.00 PM in the Drop Box of Directorate of Industries, Odisha, Cuttack-753001. No other mode of submitting tender documents are acceptable.
5. The various crucial dates relating to "Tender for Providing Security Services to the Directorate of Industries, Odisha, Cuttack" are cited in the tender document.
6. E-mail / Fax bids will be summarily rejected. Late bid shall be out rightly rejected.
7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Service Provider are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Security Services to Directorate of Industries, Cuttack" and "Financial Bid for Providing Security Services to Directorate of Industries, Cuttack". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Security Services to Directorate of Industries, Cuttack".
8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft / Pay Order drawn on State Bank of India, Main Branch, Cuttack in favour of Director of Industries, Odisha, Cuttack payable at Cuttack and it should accompany the Technical Bid failing which the tender application shall be rejected summarily.
9. The successful tenderer will have to deposit a Performance Security Deposit of 10% including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Director of Industries, Odisha covering the period of contract within seven days from the date of signing

of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. Authority reserves the right to extend the guarantee beyond the contract period in case of dispute by way of writing.

10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
- (a) Copy of registration of applicant organization.
 - (b) Copy of the Service Tax / GST Registration certificate of the Service Provider issued by the competent authority.
 - (b) Copy of PAN card / TAN card and Aadhaar card.
 - (c) Copy of the IT returns filed for the last three consecutive financial years. (2014-15, 2015-16 & 2016-17)
 - (d) Copy of the Balance Sheet and P&L Account for the last three consecutive years duly certified by the Chartered Accountant. (2014-15, 2015-16, 2016-17).
 - (e) Copies of EPF and ESIC registration certificates with up to date ECR for deposit.
 - (f) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970 if any.
 - (g) Certified extracts of the Bank Account containing transactions during last three consecutive years.
 - (h) Experience certificate of providing security services to Government Department, Institutions / PSUs etc. inside Odisha only as mentioned in Clause-2 of Technical Specification of Tender documents.
 - (i) Evidence of availability of training facility and service equipment and gadget in the form of an undertaking.
 - (j) An affidavit in original to the effect that no case is pending with the police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
 - (k) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider in token of their acceptance.
 - (l) Copy of Registration Certificate under Odisha Private Security Agencies Rule, 2009 (PSARA).
 - (m) Copy of Registration Certificate under Odisha Shop & Commercial Establishment Act.

The Technical Bid should be well bounded in Volume, Properly indexed with Page Marking. Requisite Documents should be annexed serially for easy evaluation. Unbounded and not Indexed properly will be rejected summarily.

11. Any conditional bids shall not be considered and will be outrightly rejected in the very first instance.
12. All entries in the tender form should be legible and filled up-clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy the amounts stated in words shall prevail. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. Financial Bid Submitted in Open form shall be summarily rejected.
13. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in presence of the representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person authorized for each bidder shall be allowed to be present at the time of opening the tender. For attending the Bid Opening, no separate intimation shall be given to the Participated Agency.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered.
15. The quoted rates shall not be inclusive of all taxes / dues fixed / notified by the Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.
16. The Competent Authority of the Directorate of Industries, Cuttack reserves the right to annul any or all bids without assigning any reason.
17. The Authorized signatory shall submit the letter of authorization.
18. The Service Provider should have its own Bank Account.
19. The registered office or one of the branch offices of the Service Provider should be located within Cuttack / Bhubaneswar. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.

20. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

21. The Directorate of Industries, Cuttack reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

* * *

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering Service Provider should fulfil the following technical specifications:

1. The Bidder may be a Proprietary firm / Partnership firm / Limited Company / Corporate body legally constituted.
2. The Service Provider should have last three consecutive years' experience ending on 31.03.2017 in providing Security Service to State Government Organisation, Institution / Public Sector Undertakings inside State of Odisha. The Agency must have completed work of similar nature during last three consecutive year with following specification.

(i) One similar work of Rs.25 Lakhs or more.

OR

(ii) Two similar works, each amounting to not less than Rs.15 Lakhs.

OR

(iii) Three similar works, each amounting to not less than Rs.10 Lakhs.

Note: On going or incomplete assignment shall not be taken into consideration. One year means full 365 days.

3. The Service Provider must have a minimum turn-over of Rs.60.00 Lakhs per annum for the last three consecutive years as per the audited statement of accounts. The bidder organization should be a profit making one in the preceding two financial years.
4. Must have annual average annual turnover of Minimum Rs.60 lakhs in last three financial years i.e. till 31st March 2017, (copy of the Audited Financial Statement of Last three financial year i.e. till 31st March 2017 to be enclosed).
5. The agency must have executed similar type of job of deploying at least 20 security personnel in single work order in any year during last three years i.e. till 31st March 2017. (copy of the Proof be enclosed).
6. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise. Original affidavit to that effect be attached with Technical Bid.
7. The bidder shall have the following Registrations.
 - (i) Valid licence under Contract Labour (Regulation & Abolition) Act, 1970 / Labour license under Government of Odisha.
 - (ii) EPF Registration.
 - (iii) ESI Registration.
 - (iv) Service Tax Registration.
 - (v) PSARA Registration.
 - (vi) Shop & Commercial Establishment Act Registration.

8. The bidder should have adequate training facilities / faculties and requisite security training equipment (as per Odisha Security Agencies Rule, 2009). An original affidavit to that effect be enclosed in the Technical Bid.
9. The Manpower to be provided must have the following qualifications;

Requirement	Age	Other eligibility
Security Guard	He should be of minimum 21 years of age and not exceeding 50 years of age.	<p>(i) The Service Provider shall ensure that the security personnel to be deployed shall preferably Ex-servicemen / Ex-Paramilitary / Ex-Armed Forces are healthy and not more than 50 years of age.</p> <p>(ii)The deployed personnel shall have minimum qualification of Matriculation so as to be able to read & write.</p> <p>(iii)The Service Provider will get the antecedents, character and conduct of individual security personnel verified by respective local police and shall produce the same at the time of signing the agreement.</p> <p>(iv)The security guards must be trained in all facets of security work including fire fighting. Necessary documents in this regard are to be submitted at the time of deployment if any required by the Authority of Directorate of Industries, Cuttack.</p>

APPLICATION - TECHNICAL BID
 (For Providing Security Services to Directorate of Industries, Odisha, Cuttack)
 (In separate sealed Cover-I super scribed as Technical Bid)

Particulars	Information to be filled up	Page number of document
Name of Tendering Service Provider		
Status(Proprietor /Partner/ Director):		
Details of Earnest Money Deposit: DD No. _____date_____ of Rs._____ drawn on Bank_____		
Details of Tender Paper Cost DD No & Date, Bank Money Receipt No & Date of D.I. Odisha (Attach original copy of Money Receipt)		
Full Address of Registered Office		
Telephone No		
FAX No		
E-Mail Address		
Full address of Operating / Branch Office at Bhubaneswar		
Telephone No		
FAX No		
E-Mail Address		
Name & telephone no. of: Authorized officer / person to liaise with O/o Directorate of Industries, Cuttack		
Banker of the Service Provider (Attach certified copy of statement of A/c for the last Three years) with Telephone Number of Banker :		
PAN / TAN, Aadhaar No. (Attach attested copy)		
Service Tax Registration No/ GST Registration		

(Attach attested copy)					
E.P.F. Registration No (Attach attested copy)					
E.S.I. Registration No (Attach attested copy)					
Labour License / Registration under The Contract Labour (Regulation & Control) Act,,1970 (Attach attested copy)					
Odisha Shop & Commercial Establishment Act Registration (Attach attested copy)					
PSARA Registration No. (Attach attested copy)					
Financial Turn Over for last three years					
2014-15					
2015-16					
2016-17					
Additional information, if any: (Attach separate sheet if space provided is insufficient)					
Details of minimum 3 such contracts handled by the tendering Service Provider during the last three consecutive years in the following format (if the space provided is insufficient, a separate sheet may be attached as per Annexed Format-I)					
Name and address of the Organisation for which Security Service Provided with Telephone no.	Period of the Contract		Contract Value per Annum	Nos. of Security Personnel engaged (Category Wise)	Page no. where proof attached
	From	To			

NB: Additional information, if any (Attach separate sheet, if required)

Date:

Signature of Authorized Person
(Name)
(Seal of the Agency)

Annexure-IFormat For Furnishing Experience

Sl. No.	Name of the Govt. Organisation, Institute / Public Sector Undertakings	Period of Contract	Contract Value (Per Annum)	Nos. of Security Engaged (Category wise)	Page no. of Proof attached

Date:

Signature of Authorized Person
(Name)

(Seal of the Agency)

NB:

- i) Experience in Government Organisations, Institutes / PSUs situated in Odisha should only reflect.
- ii) Figure should be Year wise & Organisation wise.

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor / Director
/ authorized signatory of the Service Provider,
M/s. _____, am
competent to sign this declaration and execute this tender document.
2. I have carefully read the tender document and have understood all the
terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application
are true and authentic to the best of my knowledge and belief. I / we, am
/ are well aware of the fact that furnishing of any false information /
fabricated document would lead to rejection of my tender at any stage
besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person
(Name)

(Seal of the Agency)

APPLICATION - FINANCIAL BID

(For Providing Security Services to Director of Industries, Odisha, Cuttack)

(In separate sealed Cover-II super scribed as Financial Bid)

Nos. Of Requirement :

Security Guards : 06 (Semi Skilled)

Note:

1. One Shift is equal to 8 hours.
3. The Price quoted shall be exclusive of all taxes.

FORMAT

Manpower Type	Monthly Rate Per Person (in Rs.)						
	1	2	3	4	5	6	7
	Take Home Remuneration	EPF	ESI	Other Statutory Dues if any	Service Charges / Commission Charges of Service Provider	Service Tax	(Sum of Col. 1 to 6) Total Per Person
Security Guard							
Total Amount							

Grand Total amount Rs. _____ (in Figure).

Grand Total amount Rs. _____ (in Words).

NB: The agency shall quote their commission charges in reasonable price, but should not be less than 1% of Home take amount.
In case of any wrong calculation found in the total amount, the unit price shall be considered.

Declaration by the Bidder

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

Note:

- i. No other charges would be payable by Directorate of Industries, Odisha, Cuttack.
- ii. There would be no increase in rates during the Contract Period except provision under the terms and Conditions.
- iii. The commission charges must not be quoted Zero price/value.
- iv. The Remuneration of manpower to be provided should not be less than the rate provided as per Govt. of Odisha. Labour and Employment Notification on Minimum Wages Act, 1948.
- v. The total rates quoted by the tendering Service Provider should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
- vi. 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 person as certified by the Authority.
- vii. Financial Bid submitted in Open Form will be rejected.

Date:

Signature of Authorized Person
(Name)

(Seal of the Agency)

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER BEFORE DEPLOYMENT OF MANPOWER

* * * * *

1. List of Manpower shortlisted by service provider for deployment in Directorate of Industries, Cuttack containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc. along with Antecedent Report from Concerned Police Station.
2. Bio-data of all persons with Photo, Adhar Card, Voter ID Card
3. Any other document considered relevant.
4. Bank Guarantee.

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Governor of Odisha represented by _____, here-in- after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, here-in-after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in _____ Department/Office; And whereas the "Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Service Provider".

Now this agreement witnesses as below: -

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " __ " in the _____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.

5. That this agreement is valid upto.....

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above

Signature of the person
authorized to sign on behalf of
Service Provider

Signature of the Authority
An officer acting in the premises for
and on behalf of the Governor of Odisha

In the presence of witness:

Witness

1. Name

Address.....

2. Name.....

Address.....

Witness

1. Name.....

Address.....

2. Name.....

Address.....

TERMS & CONDITIONSGENERAL

1. The Agreement shall commence from the date of effectiveness of the agreement 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 effectiveness of the agreement commences from the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year from the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the Authority.
6. The Directorate has requirement of 06 (Six) numbers of Security Guards. The requirement of the Directorate may further increase or decrease marginally, during the period of initial contract and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
7. The Service Provider 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.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions / specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

9. The Service provider 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. The coordinator shall work under the guidance of the Head of Office designated of the Directorate.
10. The entire financial liability in respect of security services deployed in the Directorate of Industries, Cuttack shall be that of the Service Provider and Directorate of Industries, Cuttack will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing Act and adduce such evidence as may be required by the authority.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against Directorate of Industries, Odisha, Cuttack.
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. Directorate of Industries, Cuttack shall, in no way, be responsible for settlement of such issues whatsoever.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the Directorate during the contract period or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with Directorate under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and copy of the registration(s) should be submitted. The Service Provider 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.
18. In the event of any security personnel being on leave / absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the Head of Office designated of the Directorate. For reserve personnel police verification report must have obtained prior to engagement.
19. The Service Provider shall provide reasonably good uniform with name badges to its personnel deployed at check gate at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The uniform, accessories such as, belt, shoes, socks, caps, whistle, torch with cell, cane stick, gun, bullets, etc. shall be borne / supplied by the Service Provider at his cost. The clothes worn by the security guards while on active duty shall be such that it would not hamper in his efficient performance. In particular, it will neither be too tight nor too loose so as to obstruct movement or bending of limbs. Every private security guard will carry a notebook and a writing instrument with him. Every private security guard, while on active security duty, will wear and display the photo identity card issued on the outer most garment above waist level in a conspicuous manner.
20. As per the Orissa Private Security Agencies Rules, 2009, the bidder should have to issue uniform and make it obligatory for its security guards to put on:

- (i) an arm badge clearly distinguishing the Service Provider,
 - (ii) shoulder or chest badge to indicate his position in the organization,
 - (iii) whistle attached to the whistle cord and to be kept in the left pocket,
 - (iv) shoes with eyelet and laces,
 - (v) a headgear which may also carry the distinguishing mark of the Service Provider.
 - (vi) Umbrella / Raincoat / Drinking Water Bag, ORS packets etc. be supplied by the Agency.
21. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to Director of Industries, Odisha for filing a FIR or other action wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.
22. In case of any loss that might be caused to the Office due to lapse on the part of the security personnel discharging security responsibilities, such loss will be borne by the Service Provider and in this connection, the D.I. Odisha shall have the right to deduct appropriate amount from the bill of contracting Service Provider to make good such loss to the Office besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Service Provider, Director of Industries, Odisha shall be within his right to terminate the contract forthwith or take any other action without assigning any reason whatsoever including black listing the Agency.
23. The persons deployed by the Service Provider should have good police records and no criminal case should have been pending against them on the date of engagement or during engagement.
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 Office. The Service Provider 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 Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
26. The Service Provider 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 Department or office concerned. The Office (Directorate of Industries, Cuttack) shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Directorate of Industries, Cuttack.
 27. The Service Provider 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 Xerox copies of such documents shall be furnished to the Directorate of Industries, Cuttack.
 28. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Directorate of Industries, Cuttack 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 Directorate of Industries, Cuttack.
 30. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Directorate of Industries, Cuttack is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
 31. The Service Provider shall be held responsible for any loss / damage to the equipment and instruments of the Directorate of Industries, Cuttack provided to the manpower deployed by the Service Provider due to the negligence or wilful damage as assessed by the Directorate of Industries, Cuttack.

32. 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. This Office will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Directorate of Industries, Cuttack by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
33. The decision of Director of Industries, Odisha in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

FINANCIAL

34. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.30,000/-) refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of Director of Industries, Odisha payable at Cuttack & Tender Paper Cost Proof failing which the tender shall be rejected out rightly.
35. The Earnest Money Deposit in respect of the Service Provider who does 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 Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
36. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Director of Industries, Odisha, Killamaidan, Cuttack covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may

- be revised by the Authority taking into account the contractual obligation of the Service Provider.
37. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
 38. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Head of Office in respect of the persons deployed and submit the same to Directorate of Industries, Cuttack in the first week of the succeeding month. The Director of Industries, Odisha shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
 39. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and Directorate of Industries, Cuttack shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to security personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the Directorate of Industries, Cuttack for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws / Acts, including but not limited to the following and their re-enactments / amendments / modifications:
 - I) The Payment of Wages Act 1936
 - II) The Employees Provident Fund Act, 1952
 - III) The Contract Labour (Regulation) Act, 1970
 - IV) The Payment of Bonus Act, 1965
 - V) The Payment of Gratuity Act, 1972
 - VI) The Employees State Insurance Act, 1948
 - VII) The Employment of Children Act, 1938 / Child Labour Act.
 - VIII) Minimum Wages Act, 1948
 - IX) Private Security Agencies (Regulation) Act, 2005
 40. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.

41. 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.
42. 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.
43. The Personnel deployed by the Service Provider at Directorate of Industries, Cuttack shall work under the direct supervision and control of the Head of Office designated of the Directorate. The full particulars of the personnel to be deployed by the service provider including their names and addresses, Photograph, Aadhaar Card, Voter ID Card shall be furnished to the Head of Office designated of the Directorate along with the testimonials and antecedent report from local Police Station before their actual deployment. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Head of Office designated of the Directorate.
44. The registered office or one of the branch offices of the Service Provider should be located within Cuttack/Bhubaneswar. In case there is no branch office, the successful bidder will have to open branch office at Cuttack/Bhubaneswar within two months of the signing the agreement.
45. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
46. The successful bidder will enter into an agreement with Directorate of Industries, Cuttack for supply of suitable and efficient Security Guard as per requirement of this office on the above terms and conditions.
47. There would be no increase in rates payable to the Service Provider during the Contract period except reimbursement of the incremental wages paid by the Service Provider consequent upon revision of wages by the Government.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service

Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

Declaration by the Tenderer:

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

(Signature of Tenderer with seal)

Name :

Address :

Phone No (O) :

Date: