



**College of Engineering & Technology**  
**Techno-Campus Ghatikia, Kalinga Nagar,**  
**Bhubaneswar- 751003**  
*Website: [www.cet.edu.in](http://www.cet.edu.in)*

No. 305/Con. /CET

Date-11/10/2014

### **TENDER CALL NOTICE**

Sealed tenders are invited under two bid systems from the registered and experienced service providers to provide services of security guards for a period of one year with effect from the date of award of contract. The detailed information is given in the Bid Document for outsourcing of Security guards, which may be downloaded from our website [www.cet.edu.in](http://www.cet.edu.in). **The cost of the tender documents of Rs.1000.00 and an EMD of Rs.20,000.00 (Rupees twenty thousand only) should be submitted in form of Demand Draft drawn in any Nationalised Bank in favour of Principal, CET, Bhubaneswar payable at Bhubaneswar along with the technical bid.** The last date, time and place for submission of Bid documents is on dated 14.11.2014 upto 12.00 Noon in the office of 'The Principal, College of Engineering & Technology, Techno Campus, Ghatikia, Bhubaneswar-751003.

**The authority reserves the right to accept / reject any or all tenders without assigning any reason there of.**

**Sd/-**  
**Principal**

# BID DOCUMENTS FOR OUTSOURCING OF SECURITY SERVICES

FOR



**College of Engineering & Technology**  
**Techno-Campus Ghatikia, Kalinga Nagar,**  
**Bhubaneswar- 751003**  
**Website: [www.cet.edu.in](http://www.cet.edu.in)**

## BIDDER'S COVERING LETTER

To,  
The Principal,  
College of Engineering & Technology,  
Techno-Campus, Ghatikia,  
Bhubaneswar- 751003.

Dear Sir,

Ref: Tender no: \_\_\_\_\_

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 from the date of bid opening and it shall remain binding upon us at any time before the expiry of the contract 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 the capacity of .....

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

**The cost of bid document:** Rs.1000/-

Crossed D.D. No. .... dated .....

Drawn on bank: .....

## **BID DOCUMENTS FOR OUTSOURCING OF SECURITY SERVICES**

**College of Engineering & Technology, Bhubaneswar** invites sealed tender under two bid systems i.e. Technical and Financial Bid for outsourcing the security services initially for a period of one year.

### **Tender Schedule**

<b>Sl. No.</b>	<b>Activity</b>	<b>Date</b>
1	Last Date and time of Tender: Document Submission	Dt. 14.11..2014 upto 12.00 Noon
2	Opening of Tender(Technical: Bids)	Dt. 14.11..2014 at 4.00 PM in the Office chamber of Principal, CET, Ghatikia, Bhubaneswar.
3.	Opening of Financial Bids of: eligible Bidders	Will be intimated to technically qualified bidders after evaluation of technical bid.

**Note: Late bid shall be out rightly rejected.**

## **CONTENTS OF BID DOCUMENT**

<b>Sl.No</b>	<b>Description of contents</b>
A.	Scope of work and general instructions for service bidders
B.	Technical specifications for the service provider and the manpower to be Deployed.
C.	Tender Application – Technical bid
D.	Tender Application – Financial bid
E.	Terms and Conditions
F.	Chronological order for arrangement of documents

## A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

### Scope of the work.

1. The Service Provider shall provide security services by deploying adequately trained, mentally & physically sound, dedicated and well disciplined security personnel. They will safeguard the premises, movable and immovable assets, equipments, etc.
2. The security personnel shall be deployed round the clock in 3 shifts at different places of the College and hostel premises as will be required.
3. The Service Provider shall ensure proper inward and outward movement of persons, materials and vehicles, etc as per instructions issued from time to time by the authority concerned.
4. To carry out surveillance of the allocated area.
5. Any other services on need basis as and when informed by the authority concerned.
6. The security personnel deployed shall take regular rounds of the premises and should be vigilant and remain alert to avoid any unforeseen event.
7. The Service Provider shall keep the **Principal, College of Engineering & Technology, Bhubaneswar** informed of all the matters relating to security and co-operate in the investigation of any incident relating to security problems.

### General Instructions

1. **Principal, College of Engineering & Technology, Techno Campus, Ghatikia, Bhubaneswar-751003** (herein after called "**Authority**") requires the services of reputed, registered, well established and financially sound Security Service Provider having experience in providing Security Personnel (herein after called "**Service Provider**") to provide security supervisor and guards for initially a period of one year w. e. f. the date of effectiveness of the agreement on award of contract likely to commence from December, 2014.
2. The period of the contract may be further extended as per the requirement of CET depending on the performance report of the service provider at that time or may be curtailed/ terminated before due date owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or violating any one of the executed terms & conditions as laid down in contract agreement or because of change in the requirements of CET. The authority of CET however, reserves right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.

3. The tentative requirements at present are as follows :
  - (a) Security Guards – 35 Nos. per shift ( 3 shift per day)
  - (b) Security supervisor – 01The requirements may increase/decrease at any time.
4. The bids are invited under two bid system i. e. **(i) Technical Bid and (ii) Financial Bid.** The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Security Services ”** and **“Financial Bid for Providing Security Services”**. Both the sealed envelopes should be kept in a third sealed envelope superscribing **“Bids for providing Security Services”** addressed to the **Principal, College of Engineering & Technology, Techno Campus, Ghatikia, Bhubaneswar-751003.**
5. **The cost of the bid documents of Rs.1000.00 and an EMD of Rs.20,000.00 (Rupees twenty thousand only)** should be submitted in form of Demand Draft drawn in any **Nationalised Bank in favour of Principal, CET, Bhubaneswar payable at Bhubaneswar along with the technical bid.** Bids not accompanied with cost of bid documents and earnest money of the requisite amount or without proper validity will be summarily rejected.
6. The Service Providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments/Central Government) along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered under any circumstances.**
  - (a) Copy of the Service Tax Registration Certificate of the Service Provider issued by the competent authority;
  - (b) Copy of PAN/GIR card;
  - (c) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant
  - (d) Copy of the Balance Sheet and P & L Account for the last three consecutive financial years certified by the Chartered Accountant.
  - (e) Copies of EPF and ESIC Registration Certificates.
  - (f) Copy of the Labour License/Registration under the Contract labor (Regulation & Control ) Act,1970
  - (g) Copy of Registration Certificate with Home Department .
  - (h) Certified extracts of the Bank Account containing transactions during last three consecutive financial years.
  - (i) Experience certificate of providing security services to Government Department /PSUs/ other reputed agencies, etc.
  - (j) Evidence of availability of training facility and service equipments and gadget in the form of an undertaking.
  - (k) An affidavit to the effect that no criminal case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted anywhere.
  - (l) Copy of the terms and conditions with each page duly signed and sealed by the authorized signatory of the Service Provider in token of their acceptance.

7. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
8. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **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 initiated by the person authorized to sign the tender bids.
9. 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 Tenderer/his representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person for each bidder shall be allowed to be present at the time of opening the tender subject to submission of authorisation letter in the format given in bid document.
10. The Financial Bid of those tenderers will be opened whose Technical bids are found to be in order and qualified. The Financial bids shall be opened in presence of the Tenderee/their authorised representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The date and time of opening of financial bids will be intimated to them only after evaluation of technical bid. The lowest bidder (L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection, for any reason then the second lowest (L2) bidder would be considered by the Tender Committee.
11. The authority reserves the right to reject any or all tenders without assigning any reason there of.

**B. TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER.**

1. **The Tendering Service Provider should fulfill the following minimum technical specification.**
  - (a) The Bidder may be a Proprietary firm/ Partnership firm/ Limited Company/Corporate body legally constituted. They should be registered with the appropriate registration authority;
  - (b) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Office.
  - (c) The Service Provider should have at least **Three Years of** experience in providing Security Guard services to Government Departments/ Government undertakings/Public Sector Companies/ Banks, etc. to be supported by relevant valid documents. The Service Provider should have executed a minimum of three such manpower deployment contracts in Odisha during the preceding Three year period.
  - (d) The bidder organization should be a profit making one in the preceding two financial years. They should have their own Bank Account.

- (e) There should be no case (either criminal or litigation) pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.

They should be registered with Income Tax and Service Tax departments;

- (f) The bidder shall have the following Registrations as evidenced by the attested copies of the relevant certificates.
  - (i) Valid license under Contract Labour (Regulation & Abolition) Act, 1970/ Labour License under Government of Odisha.
  - (ii) EPF Registration
  - (iii) ESIC Registration
  - (iv) Service Tax Registration They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (v) The bidder should have adequate training facilities/faculties and requisite security training equipments (as per Odisha Security Agencies Rule,2009) as evidenced by an undertaking in this regard.
- (g) They should have any other regulatory clearance (to be specified by the user) that may be required for providing manpower services.
- (h) Minimum turn-over requirement to be assessed by the user keeping in view the present contract.
- (i) Execution of contracts of similar type (minimum value of Rs 20 lakhs during preceding 3 years )

#### **TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER.**

The Man Power to be provided must have the following qualifications;

- (i) **Security Guard should be of minimum 21 years of age and not exceeding 40 years of age.** 10 years relaxation in case of ex-serviceman personnel's.

The Service Provider shall ensure that the security personnel deployed (who are Ex-servicemen/ Ex- Paramilitary are active healthy and not more than 50 years of age.

- (ii) The deployed personnel shall have minimum qualification of Matriculation/10<sup>th</sup> pass. so as to be able to read & write, if required.
- (iii) The Service Provider will get the antecedents, character and conduct of individual security personnel verified by respective local police authority and shall produce the same at the time of signing the agreement.
- (iv) The security guards must be well trained in all facets of security work including fire fighting. Necessary documents in this regard are to be submitted at the time of deployment.

#### **Standard of physical fitness for Private security guards:**

- (1) A person shall be eligible for being engaged or employed as private security guards if he/she fulfils the standards of physical fitness as specified below:-



(i) Height, 160cm (for female 150cm), Weight according to standard table of height and weight, Chest 80cm with an expansion of 4cm (for females no minimum requirement for chest measurement); Provide that a person belonging to Scheduled Tribe is eligible less by 5cm i.e 155 cm in case of male & 145 cm in case of female.

(ii) Eye sight: far sight vision 6/6, near visions 0.6/0.6 with or without correction, free from colour blindness// night blindness, should be able to identify and distinguish colour display in security equipment and read and understand display in English alphabets and Arabic numerals.

(iii) Free knock knee and flat foot and should be able to run one Kilo Meter in six minutes.

(iv) Hearing: free from any defect; able to hear and respond to the spoken voice and alarms generated by security equipments/gadgets.

(v) The candidate must have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.

(2) A candidate must be free from any contagious or infectious disease. He must not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service if endanger the health of the public.

(3) Agency shall ensure that every twelve months from his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the level.

**.C) APPLICATION FOR TECHNICAL BID**  
**(For Providing Security Services to CET, Ghatikia, Bhubaneswar)**

1. Name of Tendering Security Service Provider: \_\_\_\_\_

2. Details of Earnest Money Deposit : DD No. \_\_\_\_\_ date \_\_\_\_\_  
of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_

3. Name of Proprietor / Partner/ Director: \_\_\_\_\_

4. Full Address of Registered : \_\_\_\_\_  
Office \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

5. Full address of Operating/ Branch Office (if any) : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

6. Name & Telephone no. of :  
Authorized Officer/Person  
for liaising.
7. Banker of the Service Provider :  
(Attach certified copy of statement of  
A/c for the last Three years)  
Telephone Number of Banker :
8. Registration / Labour license No.: (Attach attested copy):
9. PAN / GIR No. (Attach attested copy) :
10. Service Tax Registration No. (Attach attested copy):
11. E.P.F. Registration No. (Attach attested copy):
12. E.S.I.Registration No. (Attach attested copy):
13. Financial turnover of the tendering **Service Provider** for the last 3 Financial Years.

**Financial Year Amount (Rs. Lacs) Remarks, if any**

2011-2012

2012- 2013

2013-2014

14. Give details of the minimum three similar contracts handled by the tendering Service Provider during the last three consecutive years in the following format.

Sr. No.	Name of the client, address, telephone & Fax no.	Type of manpower provided	Nos. of manpower provided	Duration contract		Amount of contract (Rs. Lacs)
				From	To	

15. Whether the establishment is registered with the Government as per the prevailing statute like Private Security Agencies (Regulation)Act, 2005 / Private Security Agencies Rules-2009 of any other State. Please provide details with document/evidence.

- 16.. **Supported document with regard to turn over per annum duly issued by the Income Tax authority. (Form-16).**
17. **Supported documents duly issued by the appropriate authority on deposit of EPF, ESI & Service Tax etc.**
18. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Name:

Seal:

Date:

Place:

#### **DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor / Director/ authorized  
signatory of the Service Provider, mentioned above, am competent to sign this declaration  
and execute this tender document;
2. I have carefully read and 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.

Signature of authorized person

Name:

Seal:

Date:

Place:

**D) APPLICATION FOR FINANCIAL BID  
( For Providing Security Services to CET,Ghatikia,Bhubaneswar-751003)**

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc: for each category of manpower will be submitted in the prescribed format given below.

Sl. No.	Man-power Type	Rate of wages per person per day (exclusive of EPF, ESI and other statutory dues, if any)	EPF contribution on wages per person per day basis		ESI contribution on wages per person per day basis		**Other statutory dues, if any, on wages per person per day basis	Service Charges of the Service provider per person per day basis	Service Tax on wages per person per day basis	Total Chargeable amount per person per day	Total Home take wages per person per day
			Employee share	Employer share	Employee share	Employer share					
1	2	3	4	5	6	7	8	9	10	11	12
1	Security Guard										

Signature of authorized person  
Name:  
Seal:

Date:  
Place:

**Notes:**

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

**E) TERMS & CONDITIONS**

**General**

1. The Agreement shall commence from date of award of contract and shall continue for a period of one year, 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 Agreement shall automatically expire on one year from the date of effectiveness of agreement, unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. 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.
4. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. (a) The persons deployed shall be required to work as per scheduled time to be assigned to him by the officer concerned under whom he/she will work and may also be required to work beyond the scheduled time period, if be required for which he/she would not be paid any extra remuneration. 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. He/she may also work on shift basis which will be determined by the officer concerned under whom he/she will be deployed. The person deployed shall give their daily attendance through Biometric system.  
  
(b) The selected tenderer shall submit the list of the name of the security guards, to be deployed, their identity proof, qualification, EPF and ESI account nos. before their deployment at CET, Bhubaneswar. The Police Clearance Certificate that no criminal record has been registered against them will also be produced by the tenderer. After approval of the suitability of these personnel by the authority of CET, Bhubaneswar they will be deployed. No staff should be assigned duty on two consecutive shifts.
8. The persons deployed may be called on beyond the normal working days to attend duty and shall be paid extra remuneration as per rates approved by the Authority on attending such duty.
9. The Service Provider shall nominate a coordinator/supervisor who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of services deployed in CET, Bhubaneswar shall be that of the Service Provider and CET will in no way be liable. It will be the responsibility of

- the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Authority.
11. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority, CET, Bhubaneswar.
  12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority CET, Bhubaneswar shall, in no way, be responsible for settlement of such issues whatsoever.
  13. CET, Bhubaneswar shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
  14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to claim for any absorption in regular or other capacity in CET, Bhubaneswar.
  15. The person deployed shall not be entitled to claim any benefit or compensation or absorption or regularization of deployment in the establishment of CET, Bhubaneswar under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
  16. The Service Provider 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 Manpower 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. \*
  17. The Service Provider 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 responsibility of the Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
  18. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them. The persons deployed should be polite, cordial and efficient while performing the assigned work and their actions should promote good will and enhance the image of the College. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed. The personnel to be deployed for security guards should maintain discipline and behave properly inside the College Campus. During course of working, if the behaviour of any personnel is not found satisfactory or there is indiscipline by any personnel, the selected service provider

- will immediately withdraw them and substitute will be replaced. Consumption of alcohol or any toxic materials by security personnel are strictly provided inside the campus.
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, torch with cell, cane stick, etc shall be borne/supplied by the Service Provider at its 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 security guard provided by the service provider will carry a notebook and a writing instrument with him. Every security guard provided by the service provider, 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 to be signed by the Authority and the Service Provider.**
20. As per the Odisha 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.
21. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to the Principal, CET, Bhubaneswar and maintain liaison with the police. FIR will be lodged by officials of CET, Bhubaneswar, wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.

## Legal

22. The persons deployed shall be, during the course of their work by 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 Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. 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 CET, Bhubaneswar. CET, Bhubaneswar shall have no liability in this regard. 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  
VIII) Minimum Wages Act, 1948  
IX) Private Security Agencies (Regulation) Act, 2005
24. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to CET, Bhubaneswar 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 Authority.
25. The Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of CET, Bhubaneswar or any other officer concerned or any other authority under Law.
26. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax 6 Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by CET, Bhubaneswar.
27. The Personnel deployed by the Service Provider at the designated places shall work under the direct supervision and control of the authority Principal/Officer concerned of CET, Bhubaneswar. However, for all intents and purposes, the Service Provider Agency 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 the Office concerned
28. The Agreement is liable to be terminated because of non-performance, deviation of any terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. CET, Bhubaneswar will have no liabilities towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities.
29. The decision of The Principal, CET, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
30. **PENALTY**  
In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.



## FINANCIAL

31. 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 30 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tenderer will have to deposit a **Performance Security Deposit of one month remunerations of manpower (numbers of security guards and supervisor provided) provided including statutory dues** in the form of Bank Guarantee from any Nationalized Bank in favour of **The Principal, College of Engineering & Technology, Ghatikia, Bhubaneswar** 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.
33. In case of breach of any terms and conditions attached to the agreement, the above Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement. If any loss or damage is caused to CET, Bhubaneswar by the persons deployed, the same shall be recovered from the unpaid bills of Service Provider or adjusted from the Performance Security Deposit.
34. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum wages rate prescribed by the Government **to their respective bank account**, and adduce such evidence to the Authority every month prior to payment towards remuneration of the personnel. Payment of remuneration of any kind other than the above procedure is not acceptable at any cost.
35. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Officer 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.
36. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill 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 Officer concerned. EPF, ESI, shall be payable on production of deposit Challans/Vouchers alongwith the Account Number / Regd. Number of the said Security Guards.
37. 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 the Principal, CET, Bhubaneswar 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 Principal CET, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. In case, the Service Provider agency fails to comply with any liability under appropriate law, and as a result thereof, CET, Bhubaneswar is put to any loss/obligation, monetary or otherwise, the Authority of CET, Bhubaneswar will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

38. Price Escalation: No request or claim for price escalation on any ground shall be entertained during tenure of the contract. However, enhancement of minimum rates of wages if notified by the State Govt. during the contract period may be considered.
39. 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 Principal, CET, Bhubaneswar for his decision and the same shall be binding on all parties.
40. 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.
41. The successful bidder will enter into an agreement with CET, Bhubaneswar for supply of suitable and qualified manpower as per requirement of CET, Bhubaneswar on the above terms and conditions. The number of security guards may be changed by the second party as per the requirement. 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. Background of Contractor.

**A. Schedule of Employees/staff**

Annexure

Sl. No.	Grade/type of staff	No. of Regular staff	No. of casual/ Contractual staff	Remarks

Date  
Place

Signature of the Tenderer

**B. Schedule of equipment**

Annexure

Sl.No.	Particulars	Nos.

Date  
Place

Signature of the Tenderer

**C.Schedule of other assets/vehicles**

Annexure

Sl.No.	Particulars	Nos.

Date  
Place

Signature of the Tenderer

**D. Schedule of Services provided in past**

Sl.No.	Name & address of the organisation to which you provided services	Value of work	Duration

Date  
Place

Signature of the Tenderer

**F) CRONOLOGICAL ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE PROVIDED WITH BIDDING AS PER BID DOCUMENTS:**

1. Bidder's Covering Letter in the format given in Bid Documents along with cost of Bid documents in form of D.D..

2. Application for Technical bid ( in given format ) in Sealed Cover along with EMD in form of D.D and the following documents..

- I. Attested copy of registration of agency;
- II. Certified copy of the statement of bank account of agency for the last three financial years;
- III. Attested copy of the PAN / GIR Card;
- IV. Attested copy of the latest IT return filed by agency;
- V. Attested copy of service Tax registration certificate;
- VI. Attested copy of the P.F. registration letter/ certificate;
- VII. Attested copy of the E.S.I registration letter/ certificate;
- VIII. Attested copy of registration with Home Department, State Govt. as per Private Security Agencies (Regulation) Act, 2005
- IX. Certified documents in support of entries made in Sl. No. 13 of Technical Bid application towards financial turn over .

3. Financial Bid in the given format in sealed cover.

**4. Copy of the terms and conditions at pages..... In Bid Document with each page duly signed and sealed by the authorised signatory of the agency in token of their acceptance.**

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in CET, Bhubaneswar containing full details. i.e. name, date of birth, marital status, address with mobile/phone no., educational qualification, height, weight, etc.
2. Bio-data of all persons along with good police records and no criminal case should be pending against them..
3. Any other document considered relevant.