



**Brahmapur Development Authority**  
Near Courtpeta Junction, Brahmapur, Odisha-760004

0680 2292235(O), 0680-2292033(F)  
bda.brahmapur311@gmail.com  
www.bdabrahmapur.in

No. 1515 /BeDA, Brahmapur,

Date: 03/12/2024

### **TENDER CALL NOTICE**

Brahmapur Development Authority (BeDA) invites Tenders in double covers from the reputed Security Service Providers for **Providing Security Guard at different Facilities of Brahmapur Development Authority.**

The detailed Tender document can be downloaded from BeDA website i.e. **www.bdabrahmapur.in**. The last date for receipt of sealed bid is 24.12.2024 till 5.30 PM through Speed Post/ Registered Post/ Courier or by Hand in the office address of the undersigned. The Tender will be opened on 26.12.2024 at 11.30 AM in the Conference Hall, BeDA, Brahmapur.

The Authority reserves the right to accept or reject any or all proposals without assigning any reason thereof.

Memo No. 1516 // BeDA, Dated 03/12/2024.....  
Copy to Office Notice Board for information.

Secretary  
BeDA, Brahmapur

Memo No. 1517 // BeDA, Dated 03/12/2024.....

Copy to Commissioner, BeMC, Brahmapur / DIO, NIC, Chatrapur for kind information and they are requested to host the notice in their website for wide circulation.

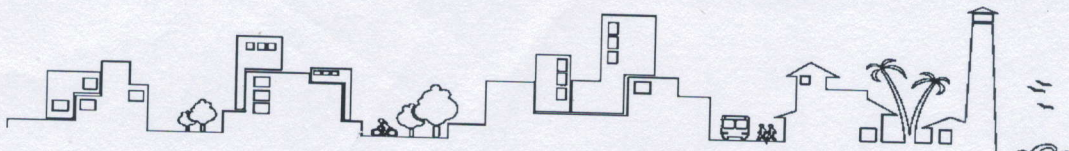
Secretary  
BeDA, Brahmapur

Memo No. 1518 // BeDA, Dated 03/12/2024.....

Copy to the Advertisement Managers, Sambad, BSN and Amrapur BSN with a request to publish the same with minimum I&PR approved rate for one day on or before dt. 06/12/2024 & submit the bill in duplicate for payment. The font size should be 9 Point.

Secretary  
BeDA, Brahmapur

Secretary  
BeDA, Brahmapur





**TENDER DOCUMENT  
FOR  
PROVIDING SECURITY GUARD  
AT  
DIFFERENT FACILITIES  
OF  
BRAHMAPUR DEVELOPMENT AUTHORITY**

**Notice No.**

**Date:**

**Last date for submission:** 24.12.2024

**Brahmapur Development Authority**

**Court Road, Near Courpeta Junction,  
Brahmapur, Ganjam (Odisha),  
PIN-760004**

**Phone No.:** 0680 2292235(O), 0680-2292033(F)

**E-mail ID:** [bda.brahmapur311@gmail.com](mailto:bda.brahmapur311@gmail.com)

**Website:** [www.bdabrahmapur.in](http://www.bdabrahmapur.in)

## **TENDER DOCUMENT**

### **For Providing Security Guard at different Facilities of Brahmapur Development Authority by Security Service Provider**

#### **Tender Schedule**

a) <b>Last Date and Time for submission</b>	To be submitted Through Registered post/ Speed Post/ Courier / by hand at the office of The Secretary, Brahmapur Development Authority (BeDA) Courtpeta, Forest Colony, Brahmapur, Odisha-760004 latest by 5:30 P.M. on <u>24.12.2024</u>
b) Date and time for opening of Technical Bids	At 11:30 A.M. on <u>26.12.2024</u> in the Conference Hall, Brahmapur Development Authority, Brahmapur, Odisha
c) Date and time for opening of Financial Bids	<b>To be intimated</b>

**Note: If required, at any time prior to the deadline for submission of Tender, authority will issue Corrigendum, Addendum, Clarification if any, through website ([www.bdabrahmapur.in](http://www.bdabrahmapur.in)) only. Late bid shall be out rightly rejected.**

## BIDDER'S COVERING LETTER

To,

Date-

The Secretary,  
Brahmapur Development Authority (BeDA)  
Brahmapur

Tender Ref. No. \_\_\_\_\_

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 **180 days** from the date of bid opening and no requests for any variation in quoted rates and withdrawal of bids in any ground by the bidder shall be entertained. **Validity of the bids can be extended on mutual consent.**

Yours Faithfully

Signature of the Authorized signatory

With official seal

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

To,  
The Secretary,  
Brahmapur Development Authority (BeDA)  
Brahmapur

Date-

Subject: Authorization for attending bid opening on \_\_\_\_\_  
(Date) in the Tender for Security Services for the BeDA (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 Name Specimen Signature

1.

2.

or

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

Yours faithfully

**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.

## **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. They will regulate entry and exit of any vehicle and person, safeguard the premises, protect movable and immovable assets, equipment and also guard the Campus of different facilities of BeDA, Brahmapur round the clock and guard against any thefts, pilferage or damage and also ensure safety of the employees, visitors or any other persons working therein.
2. The security personnel shall be deployed as per the deployment plan at the facilities.
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. Maintaining of proper traffic of the incoming and outgoing vehicles and Parking of Vehicles at proper place has to be ensured by the Security Guards as per the requirement.
4. Controlling unauthorized entry or exit of vehicles and person in & around.
5. To carry out surveillance of the allocated area.
6. The Security personnel shall keep stray cattle & dogs away from the premises and any other services on need basis as and when informed by the Authority.
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 and conduct at least 2 Mock drills in a year i.e once in every six months.
9. The Service Provider shall keep the Secretary, BeDA or any Authorized Officer informed of all the matters relating to security and co-operate in the investigation of any incident relating to security

### **General Instructions :**

1. The Brahmapur Development Authority (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 at different facilities of BeDA, Brahmapur.
2. The contract for providing the aforesaid services is for a period of 01 (One) year from the date of coming into force 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 BeDA 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 BeDA's requirements. The BeDA, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider, on the basis of default in providing service by the service provider or any other administrative grounds.

3. BeDA has tentative requirement of the services of manpower as given below:

Name of the Post	Number
Security Guard	7 person per shift X 3= 21 Persons

4. The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs 50,000/- (Rupees Fifty Thousand only) along with Proof of Tender Paper Cost of Rs. 7080/- and other requisite documents by 24.12.2024 up to 5.30 PM at Brahmapur Development Authority, Court Road, Near Courtpeta, Brahmapur, Ganjam (Odisha), PIN-760004. The bidder may send their bids through Regd. Post/ Speed Post/ Courier or by hand at BeDA on or before the schedule date & time. Bids received after due date shall not be accepted in any case. No other mode of submission of documents shall be acceptable.
5. The various crucial dates relating to **"Tender for Providing Security Guard at different Facilities of Brahmapur Development Authority"** are cited in the tender document.
6. Bids submitted by mail or any other automated form 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 Guard at different Facilities of Brahmapur Development Authority"** and **"Financial Bid for Providing Security Guard at different Facilities of Brahmapur Development Authority"**. Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for Providing Security Guard at different Facilities of Brahmapur Development Authority"**.
8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft / Pay Order drawn in favour of The Secretary, Brahmapur Development Authority, Brahmapur payable at Brahmapur and it should accompany the Technical Bid failing which the tender application shall be rejected summarily.

9. The successful Bidder will have to deposit a Performance Security Deposit of **5% of the total annual Contract value** as per the in the form of Bank Guarantee from any Nationalized/Scheduled Bank duly pledged in favour of The Secretary, Brahmapur Development Authority, Brahmapur covering the period of contract during of signing of the contract agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful Bidder.
10. The tendering Service Providers are required to enclose self-attested 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) Self-attested photo copy of registration of applicant organization.
  - (b) Copy of the GST Registration certificate of the Service Provider issued by the competent authority, subject to the verification of the validity from the GST Portal of GoI on the date of opening of the Tender.
  - (c) Copy of PAN card
  - (d) Copy of the IT returns filed for the last three consecutive financial years. (2021-22, 2022-23 & 2023-24)
  - (e) Copy of the Balance Sheet and P&L Account for the last three consecutive years duly certified by the Chartered Accountant. (2021-22, 2022-23 & 2023-24)
  - (f) Copies of EPF and ESIC registration certificates with up-to-date ECR for deposit.
  - (g) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970 if any.
  - (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) An affidavit 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, debarred or security deposits has not been forfeited.
  - (j) 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.
  - (k) Copy of Registration Certificate under Odisha Private Security Agencies Rule, 2009 (PSARA).
  - (l) Copy of Registration Certificate under Odisha Shop & Commercial Establishment Act.

***The Technical Bid should be well bounded, properly indexed with Page numbers and submitted in sealed cover. Requisite Documents should be annexed serially for easy evaluation.***

11. **Any conditional/ unsealed bids shall not be considered and will be summarily 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 striking out is permitted in the Financial Bid Form. In such cases, the tender shall summarily be rejected. However, the striking out of entries, if any, in the Technical Bid Application must be certified by the signature of the person authorized to sign the tender bids. Unsealed Financial Bid Submitted shall summarily be 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 of the tender. For attending the Bid Opening, no separate intimation shall be given to the Participating Agency.
14. The Financial Bid of only those Bidders 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. **In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the committee provided he agrees to provide services at the rate quoted by L1.**
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 monthly bill of preceding month will not be released until the service provider produces proof of payment to manpower through bank transfer, up-to-date payment of EPF & ESI contribution as well as GST for the previous period as per GST Norms.
16. The Competent Authority of the BeDA reserves the right to cancel / annul any or all bids without assigning any reason thereof.
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 in Brahmapur. In case there is no branch office, the successful bidder will have to open branch office within one 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 with seal and signature as in his PAN Card/ Aadhar Card may be enclosed along with the tender.

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

**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 31.11.2024 (till publication of Tender) 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 50 Lakhs or more. Or
  - (ii) Two similar works, each amounting to not less than Rs. 30 Lakhs. Or
  - (iii) Three similar works, each amounting to not less than Rs. 20 Lakhs.
3. The bidder must have average annual turnover of Minimum Rs. 1.00 Crore (Rupees Two Crore) only in last three financial years i.e 2021-22, 2022-23 & 2023-24. The bidder organization should be a profit making one in the preceding two financial years. (copy of the Audited Financial Statement to be enclosed)
4. The agency must have executed similar type of job of deploying at least **thirty** security Personnel in single work order in any year during last three years i.e till 31<sup>st</sup> Oct 2024. (Copy of the proof to be enclosed).
5. There should not be any pending criminal litigation / case with the police for investigation or in any Court against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider should not have been blacklisted otherwise. An affidavit in original to that effect to be attached with Technical Bid by the bidder.
6. 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) GST Registration.
  - (v) PSARA Registration.
  - (vi) Shop & Commercial Establishment Act Registration.

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

Security Guard	He should be of minimum 21 years of age and not exceeding 45 years of age.	<ul style="list-style-type: none"> <li>i. The persons to be deployed should be of good physique &amp; stamina.</li> <li>ii. The deployed personnel shall have <b>minimum qualification</b> of Matriculation so as to be able to read &amp; write.</li> <li>iii. The Service Provider will get the antecedent, character and conduct of individual security personnel verified by respective local police and shall produce the same at the time of signing the agreement.</li> <li>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.</li> </ul>
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**APPLICATION - TECHNICAL BID**  
**(For Providing Security Guard at different Facilities of**  
**Brahmapur Development Authority by Service Provider)**  
**(In separate sealed Cover-I super scribed as Technical Bid)**

Page no. of  
Document

Name of the 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 _____ of Rs. _____ drawn on Bank _____		
Full Address of Registered Office		
Telephone No		
E-Mail Address		
Full address of Operating / Branch Office at Odisha		
Telephone No		
E-Mail Address		
Name & telephone no. of: Authorized officer / person to liaise with O/o BeDA		
Banker of the Service Provider (Attach certified copy of statement of A/c for the last month) with Telephone Number of Banker :		
PAN Card (Attach attested copy)		

GST Registration No (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)		
Original Affidavit regarding availability of Training Facility		
Financial Turnover for FY 2021-22		
Financial Turnover for FY 2022-23		
Financial Turnover for FY 2023-24		
Additional information, if any: (Attach separate sheet if space provided is insufficient)		
Details of minimum 3 such contracts executed by the tendering Service Provider during the last three consecutive years in the following format [FY-2021-22, 2022-23 & 2023- 24] including new work if any till publication of Tender] (if the space provided is insufficient, a separate sheet may be attached as per Format in Annexure-1)		

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-1**

**Format 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

Signature of Authorized Person

Name:

(Seal of the Agency)

**NB:**

- i) Experience in Government Organisations, Institutes / PSUs situated in Odisha only should only be reflected.
- 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:



## APPLICATION - FINANCIAL BID

(For Providing Security Guard at different Facilities of  
Brahmapur Development Authority, Brahmapur by Security  
Service Provider)

**Nos. Of Requirement: -**

**Security Guards: - 21 (Semi Skilled)**

**Note:**

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

### **FORMAT**

Manpower type	MonthIv Rate Per Person (In Rs.)						
	1	2	3	4	5	6	7
							(Sum of Col. 1 to 6)
	Monthly Take Home Remuner ation	EPF (In%)	ESI (In%)	Other Statutory dues if any	Service charges/com mission charges of service provider	GST (in %) on (1+2+3+4+ 5)	Total amount per person/ month (in Rs.)
Security Guards							

**Grand Total amount: 24 X Rs \_\_\_\_\_ (per person value) = \_\_\_\_\_ (In Figure)**

**Grand Total amount: \_\_\_\_\_ (In Words)**

- 1) Bidder with lowest evaluated competitive service charges for the required service will be awarded with contract.
- 2) The Financial guideline of Govt. of Odisha will be followed and the abnormal bidding will be rejected during the financial evaluation stage.

**Date:**

**Signature of Authorized Person**

**Name:**

**Seal:**

**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 BeDA, Brahmapur.
- 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.

**Place**

**Signature of Authorized person**

**Date**

**Name**

**Seal**

### **GENERAL TERMS & CONDITIONS**

1. The Agreement shall commence w.e.f. 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 w.e.f the date when the total manpower required is provided.
3. The Agreement shall be for a period of 01 (One) year w.e.f the date of its effectiveness.
4. The rate contract is for one year and the BeDA reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years at a time upon the satisfactory performance of the Outsourcing Agency.
5. The Agreement can be terminated by BeDA by giving one month's notice in advance. If the Agency wants to terminate the same, three months advance notice to be given to the BeDA and if the Agency fails to give prior notice in writing for termination of agreement, then three months wages etc and any other due to the service provider will be recovered by forfeiture of performance security.
6. 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.
7. The BeDA, has requirement of 21 (twenty-one) numbers of Security Guards. The requirement may further increase or decrease marginally, during the period of initial contract also and the Bidder would have to provide additional manpower services, if required, on the same terms and conditions.
8. 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.

9. 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.
10. 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 Authorized Officer of the BeDA and shall be answerable to the Secretary, BeDA.
11. The entire financial liability in respect of security services deployed in the BeDA shall be that of the Service Provider and BeDA 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 BeDA authority.
12. 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 BeDA.
13. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. BeDA shall, in no way, be responsible for settlement of such issues whatsoever.
14. 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.
15. 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 during the contract period or after expiry of the Agreement.

16. 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.
17. The person 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 Service Provider.
18. 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 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.
19. 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 Authorized Officer; BeDA for reserve personnel police verification report must have been obtained prior to engagement.
20. The Service Provider shall provide reasonably good uniform with name badges to its personnel 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 etc shall be borne/ supplied by the Service Provider at its cost. The clothes worn by the security guards while on 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 duty, will wear the photo identity card issued on the outer most garments above waist

level in a conspicuous manner.

21. 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:
  - An arm badge clearly distinguishing the Service Provider,
  - Shoulder or chest badge to indicate his position in the organization,
  - Whistle attached to the whistle cord and to be kept in the left pocket,
  - Shoes with eyelet and laces,
  - A headgear which may also carry the distinguishing mark of the Service Provider.
  - Umbrella/ Raincoat/ Drinking Water Bag, ORS packets etc. be supplied by the Agency.
  - Walkie talkies as per requirement
22. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to the Secretary BeDA and maintain liaison with the police. FIR will be lodged by officials of the BeDA, wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.
23. In case of any loss that might be caused to the BeDA 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 BeDA shall have the right to deduct appropriate amount from the bill of contracting Service Provider to make good such loss to the BeDA besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Service Provider, BeDA 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.
24. 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.
25. 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 BeDA. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed

## LEGAL

26. 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.
27. 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. The BeDA 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 BeDA, Brahmapur.
28. There would be no increase in rates payable to the service provider during the Contract period. The Service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
29. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of BeDA or any other authority under Law.
30. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax & GST Act / Rules, as amended, from time to time and a certificate to this effect shall be provided to BeDA.
31. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, BeDA is put to any loss / obligation, monetary or otherwise, the BeDA 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.
32. The Service Provider shall be held responsible for any loss / damage to the equipment's and instruments of the BeDA provided to the manpower

deployed by the Service Provider due to the negligence or willful damage as assessed by the BeDA.

33. 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 BeDA 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 BeDA by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
34. The decision of Secretary, BeDA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

### **FINANCIAL**

35. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand) only refundable without interest, in the form of Demand Draft drawn in favour of the Secretary BeDA, Brahmapur & Tender Cost Proof failing which the tender shall be rejected out rightly.
36. 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 Bidder, 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.
37. The successful Bidder will have to deposit a Performance Security Deposit of **5% of the annual contract value** in the form of Bank Guarantee from any Nationalized / Scheduled Bank in favour of the Secretary, BeDA, Brahmapur covering the period of contract during signing of the contract agreement within 10 (Ten) day of issuance of LOA. 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. Further EMD of the successful bidder will be returned back soon after realisation of Performance Security by the bidder

38. 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 termination of the Agreement.
39. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Authorized Officer in respect of the persons deployed and submit the same to BeDA in the first week of the succeeding month. The Secretary, BeDA shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
40. 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 BeDA 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 week of the succeeding month irrespective of any delay in settlement of its bill by the BeDA 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
41. 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.

42. 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.
43. 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.
44. The Personnel deployed by the Service Provider at BeDA shall work under the direct supervision and control of the Authorized Officer of BeDA. The full particulars of the personnel to be deployed by the service provider including their names and addresses, Photograph, training certificate, Aadhaar Card, Voter ID Card shall be furnished to the Secretary/ Administrative Officer, BeDA 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 BeDA Authority.
45. The registered office or one of the branch offices of the Service Provider should be located in Brahmapur. In case there is no branch office, the successful bidder will have to open branch office at Berhampur within one month of the signing the agreement.
46. 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.
47. The successful bidder will enter into an agreement with Brahmapur Development Authority (BeDA) for supply of suitable and efficient Security Guard as per requirement of BeDA on the above terms and conditions.
48. 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.

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

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1. List of Manpower shortlisted by service provider for deployment in BeDA, Brahmapur containing full details i.e. date of birth, marital status, address, educational qualification, training certificate, 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, Antecedent Report, Adhar Card, Voter ID Card
3. Any other document considered relevant.
4. Performance Security@ 5 % of the annual contract value.