

**OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES, ODISHA,
BANIYAKAR BHAWAN, OLD SECRETARIAT CAMPUS, CUTTACK.**

Tender Notice for Supply of Security Guards

Sealed tenders are invited from reputed Security Service Providers registered under the Home Department, Govt. of Odisha to provide the service of Security Guards (6 nos.) for watch and ward of the Baniyakar Bhawan at Cuttack for a period of three years, from **01.01.2017** to **31.12.2019**, on basis of annual renewal on satisfactory performance.

Further details have been given in the Tender Document which may either be downloaded from the Commercial Tax Department **website** <https://odishatax.gov.in> or can be obtained in person from the Office of the Commissioner of Commercial Taxes, Odisha, Old Secretariat Campus, Cuttack on any working day between **11 A.M. to 4 P.M.** on payment of **₹200/- + VAT** (as applicable). In case the application form is downloaded from the website, the applicant shall furnish a Demand Draft for an amount **₹200/- + VAT** (as applicable) towards the cost of application along with the application. The Tender Document shall be open for sale from **30.11.2016 to 15.12.2016**.

The **last date** and time for submission of Tender document is **15.12.2016** by **3.00 P.M.**


Addl. Commissioner of Commercial Taxes (O.E.)

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Commissioner of Commercial Taxes, Odisha requires the services of reputed, well established and financially sound Security Service Providers to provide services of Unarmed Security Guards (6nos) for Watch & ward of Commercial Taxes Office building at Cuttack.
2. The contract for providing the aforesaid Security Service is likely to commence from 01.01.2017 and would continue till 31.12.2019, on the basis of annual renewal on satisfactory performance. However, the service contract can be curtailed/terminated at any time owing to deficiency in service or substandard quality of Security deployed by the selected Service Provider or because of change in the Departments' requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Department has tentative requirement for 6 nos. of Unarmed Security Guards. The requirements may increase/decrease.
4. The estimated cost of the contract is **₹5,00,000.00** approximately per annum.
5. The interested Security Service Providers may submit the Tender document complete in all respects along with Earnest Money Deposit (EMD) of ₹10,000.00 and other requisite documents by 15.12.2016 upto 3.00 PM at the Office of the Commissioner of Commercial Taxes, Odisha, Baniyakar Bhawan, Old Secretariat Campus, Cuttack.
6. The various crucial dates relating to **"Tender for Providing Security Services to the Office of the Commissioner of Commercial Taxes, Odisha, Baniyakar Bhawan, Old Secretariat Campus, Cuttack"** are cited as under :
 - a) Period of issue of Tender Document : **30.11.2016 to 15.12.2016.**
 - b) Date and time for submission of Tender : **15.12.2016 till 3.00 P.M.**
 - c) Date and time for opening of (i) Technical Bids : **16.12.2016 at 11.00 A.M.**

(ii) Financial Bids of eligible Bidders : **16.12.2016 at 12.00 Noon.**

d) Likely date for commencement of

deployment of required Security : **01.01.2017.**

7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bid for Providing Security Services to the Office of the Commissioner of Commercial Taxes, Odisha, Baniyakar Bhawan, Old Secretariat Campus, Cuttack”** and **“Financial Bid for Providing Security Services to the Office of the Commissioner of Commercial Taxes, Odisha, Baniyakar Bhawan, Old Secretariat Campus, Cuttack”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Security Services to the Office of the Commissioner of Commercial Taxes, Odisha, Baniyakar Bhawan, Old Secretariat Campus, Cuttack**.
8. The Earnest Money Deposit (EMD) of Rs. 10,000.00/- Rupees Ten thousand Only refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of the Addl. Commissioner of Commercial Taxes, O.E. **failing which the tender shall be rejected summarily.**
9. The successful bidder will have to deposit Performance Security Deposit equal to 10% of the Annual Contract value in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Addl. Commissioner of Commercial Taxes, O.E. covering the period of contract. 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 Security Deposit shall be forfeited, if the successful bidder fails to undertake **the work or fails to comply with any of the terms and conditions of the contract.**
11. The tendering Security 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/out rightly rejected and will not be considered any further :**

- (a) Registration certificate of the applicant organization;
- (b) Copy of PAN / GIR card;
- (c) Copy of the IT return filed for the last three financial years;
- (d) Copies of EPF and ESI certificates;
- (e) Copy of the Service Tax registration certificate;
- (f) Certified extracts of the Bank Account containing transactions during last three years.
- (g) Certificate of registration under Private Security Agency (Regulation and Abolition) Act 2005/ Private Security Rules, Orissa 2009.
- (h) Certificates/Testimonials on the past performance of at least three years to be furnished.
- (i) Whether the Agency has any exemption u/s 16 (2) of the EPF Act.
- (j) Declaration that no criminal cases is pending against the Company/Organization/Agency at present.

The conditional bids shall not be considered and will be out rightly rejected in the very first instance.

12. 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 initialed by the person authorized to sign the tender bids.
13. The Technical bids shall be opened on the scheduled date and time at 11.00 AM on 16.12.2016, in the Office of the Commissioner of Commercial Taxes Odisha, Cuttack, in the presence of the representatives of the

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Security Service Providers, if any, who wish to be present on the spot at that time.

14. The Financial Bid of only those Tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 12.00 Noon on 16.12.2016 in the office of the Commissioner of Commercial Taxes Odisha, Cuttack in the presence of the representatives of the Security Service Providers, if any, who wish to be present on the spot at that time.
15. The Commissioner of Commercial Taxes, Odisha, Cuttack reserves the right to annul all bids without assigning any reason.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER
SERVICE PROVIDER**

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1. The tendering Security service provider should fulfill the following technical specifications
 - (a) The registered office or one of the branch offices of the Security service provider should be located at Cuttack.
 - (b) They should be registered with the appropriate registration authority;
 - (c) They should have at least three years' experience in providing Security to Government Departments, Public Sector Companies/ Banks, etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and Service Tax departments;
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing Security services.
 - (h) Execution of contracts of similar type - minimum value of Rs. 3,00000/- per annum during preceding 3 years .

**TECHNICAL REQUIREMENTS FOR PERSONNEL'S TO BE DEPLOYED
BY THE SUCCESSFUL SECURITY SERVICE PROVIDER**

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1. He should be above 18 years of age and not exceeding 50 years and should be physically fit for the duties.
2. The Minimum Educational Qualification for Security Guard - 10th standard pass.
3. The Security guard should have undergone training necessary for providing security.

APPLICATION - TECHNICAL BID

**For Providing Security Guards to the office of the Commissioner Of
Commercial Taxes, Odisha, Baniyakar Bhawan, Old Secretariat Campus,
Cuttack.**

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1. Name of Tendering Security Service Provider: _____
2. (a) Details of the Earnest Money Deposit: - D.D No. _____ Date _____
of ` _____ drawn on bank _____.
- (b) Details of Application / Tender fee D.D No. _____ Date _____
of ` _____ drawn on bank _____ or Money Receipt No. _____
Date _____ of ` _____
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 : _____

Telephone No. : _____
FAX No. : _____
E-Mail Address : _____
6. Name & telephone no. of : _____
Authorized officer/ person
to liaise with Field Office(s)
7. Banker of the Security Service Provider:

(Attach certified copy of statement of
A/ c for the last Three years) _____

Telephone Number : _____
Of Banker
8. (a) PAN / GIR No. : _____

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(Attach attested copy)

(b) Copy of the IT return filed for the last three financial years

9. Certificate of Registration issued under the Private security agency (Regulation) Act-2005/ Private security Rules, Odisha, 2000 (Attach attested copy)

10. Service Tax Registration No.

: _____

(Attach attested copy)

11. E.P.F. Registration No. : _____

(Attach attested copy)

If exempted u/ s 16 (2) of the EPF Act (furnish details)

12. E.S.I. Registration No. : _____

Attach attested copy)

13. Licence issued under contract labour (Regulation & Abolition) Act (Attach attested copy)

14. Financial turnover of the tendering Security Service Provider for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2013-2014		
2014-2015		
2015-2016		

15. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

16. Give details of the major similar contracts handled by the tendering Security Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

(Also attaché evidence of providing security service)

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Sr.No.	Name of client, address, telephone & Fax no.	Security service provider		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of Security provided	No.		From	To

15. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Date:

Full Name:

Place:

Seal :

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;

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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

Date:

Full Name:

Place :

Seal :

FINANCIAL BID

For Providing Security service to the office of the Commissioner Of Commercial Taxes, Odisha, Baniyakar Bhawan, Old Secretariat Campus, Cuttack.

1. Name of tendering Security Service Provider :
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes,

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Sl. No.	Security Type	Monthly Rate per person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service tax	Total per person
1								
2								
3								
4								
5								
6								

*The remuneration should not be less than the wages prescribed in the Minimum Wage Act.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

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 no. of days for which duty has been performed by each person.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from 01.01.2017 and shall continue till -31.12.2019 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of Security deployed, breach of contract etc. or change in requirements.

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2. The Agreement shall automatically expire on 31.12.2019 unless extended further by the mutual consent of the Security 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 Manpower Service Provider and the Authority.
4. The Security 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 Department at present, has tentative requirement of 6 Security Guards (unarmed). The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional Security services, if required, on the same terms and conditions.
6. The Security 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 1 month to the Security Service Provider.
8. The persons deployed on security duty shall be required to perform duty round the clock on all days including holidays on shift basis in the Office of the Authority. In case, the person(s) 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.
9. The Security Service Provider will ensure the attendance of six security personnel and round the clock service without interruption. The Security Service Provider shall also arrange to maintain at the main-gate a desk/ booth, the daily shift-wise attendance record of the security personnel

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deployed by to showing their arrival and departure time. The photocopy of the attendance record will be submitted at the time submission of monthly bill in the office of the Authority.

10. The Security Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of Security services deployed in the Department or Office concerned shall be that of the Security Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Security 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 Department or Office concerned.
12. For all intents and purposes, the Security Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of Security so deployed. The persons deployed by the Security Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
13. The Security Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.
14. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Security Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the Security Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

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16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Security 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 Security Service Provider.
18. The Security 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 Security 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. The Security 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 the responsibility of the Manpower Service Provider. The Security Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Security Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Security Service Provider shall be responsible for any Act on indiscipline on the part of the persons deployed.

LEGAL:

22. 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

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confidentiality and breach of this condition shall make the Security Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

23. The Security 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 Department or office concerned shall have no liability in this regard.
24. The Security 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 photocopies of such documents shall be furnished to the Department or office concerned.
25. The Security Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

* Note :- Registration/ License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Security Service Provider employing more than 20 workmen.

27. In case, the Security Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. 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. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Security Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL:

29. The Technical Bid should be accompanied with an earnest Money Deposit (EMD), refundable without interest, Rs. 10,000/- in the form of Demand Draft/Pay Order drawn in favour of the Addl. Commissioner of Commercial Taxes, O.E. failing which the tender shall be rejected out rightly.

30. 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 date of placing the order the EMD shall stand forfeited without giving any further notice.**

31. **The successful bidder will have to deposit Performance Security Deposit equal to 10% of the Annual Contract value in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Addl. Commissioner of Commercial Taxes, O.E. covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.**

32. In case of breach of any terms and conditions attached to this agreement, the Agreement will be annulled.

33. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the Addl. Commissioner of Commercial Taxes (O.E.), Office of the C.C.T.(O), Cuttack 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.
34. 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 Department or Office concerned.
35. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute by the Security Service Provider shall be deducted from its monthly bills in the succeeding month.
36. 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.
37. 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.
38. 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.
39. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified Security personnel as per requirement of this Department on the above terms and conditions.

AGREEMENT

This Agreement is made on this _____ day of _____ Between Commissioner of Commercial Taxes, Odisha, Cuttack for and on behalf of the Governor of Odisha 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 "Security Service Provider" which

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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 "Security 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 "Security 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 "Security Service Provider", the "Security 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 "Security 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 officer
authorised to sign on behalf of
Security Service Provider

Signature of the Authority
for and on behalf of the
an officer acting in the premises

In the presence of witness:-

Witness Witness

1. Name:.....
Address:.....
2. Name:.....
Address:.....

1. Name:.....
Address:.....
2. Name:.....
Address:.....

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from(date) and shall continue till(date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of Security deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on(date) unless extended further by the mutual consent of the Security 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 Manpower Service Provider and the Authority.

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4. The Security Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The Security 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 1 month notice to the Security Service Provider.
7. The persons deployed on security duty shall be required to perform duty round the clock on all days including holidays on shift basis in the Office of the Authority. In case, the person(s) 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.
8. The Security Service Provider will ensure the attendance of six security personnel and round the clock service without interruption. The Security Service Provider shall also arrange to maintain at the main-gate a desk/booth, the daily shift-wise attendance record of the security personnel deployed by to showing their arrival and departure time. The photocopy of the attendance record will be submitted at the time submission of monthly bill in the office of the Authority.
9. The Security Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of Security services deployed in the Department or Office concerned shall be that of the Security Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Security Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the

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financial bid and adduce such evidence as may be required by the Department or Office concerned.

11. For all intents and purposes, the Security Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of Security so deployed. The persons deployed by the Security Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
12. The Security Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Security Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Security Service Provider.
13. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Security Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Security Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Security 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 office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Security Service Provider.
17. The Security Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities,

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Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Security 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, if required under the Act.

18. The Security 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 the responsibility of the Manpower Service Provider. The Security Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Security Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Security Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Security Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Security 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 Department or office concerned shall have no liability in this regard.
23. The Security Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or

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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 Department or office concerned.

24. The Security Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
25. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
26. In case, the Security Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
27. 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. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Security Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
28. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Security Service Provider shall be liable to be forfeited besides annulment of the Agreement.
29. The Security Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed

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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.

30. 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 Department or Office concerned.
31. The amount of penalty calculated @Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Security Service Provider shall be deducted from its monthly bills in the succeeding month.
32. 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.
33. 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.
34. 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.