

**TENDER DOCUMENT FOR OUTSOURCING OF SECURITY SERVICES FOR
SCB DENTAL COLLEGE HOSPITAL, CUTTACK.**

OFFICE OF THE PRINCIPAL, SCB DENTAL COLLEGE & HOSPITAL CUTTACK.

**Tel: (0671)2414695,Fax-(0671)2340975
E-mail:dentalscb@gmail.com**

Price:Rs 500/-

(Those who download the tender document from Website www.dmetorissa.gov.in or www.odisha.gov.in should enclose a DD of Rs 500/- towards cost of tender paper in favor of Principal S.C.B Dental College & Hospital,cuttack)

**LAST DATE FOR SUBMISSION OF TENTER PAPER IS 04.06-2014 BY 12.00 PM.
DATE OF OPENING OF TECHNICAL & FINANCIAL BID 04.06-2014 AT 3 PM**

TENDER DOCUMENT

**For providing Services of Security Guard to the SCB Dental College & Hospital, Cuttack.
by a Security Service Provider**

Tender Schedule

1.Last Date and Time for submission of Tender Document :
04/06/-2014 up-to 4.00 PM in the office of the Principal, SCB Dental College & HospitalCuttack.,

Note: Late bid shall be out rightly rejected.

2.Date and time for opening of Technical Bids & Financial Bids :**04/06/-2014 at 4.00 PM** in the office chamber of the Principal, SCB Dental College and Hospital,Cuttack.

BIDDER'S COVERING LETTER

To,

The Principal,
SCB Dental College & Hospital,
Cuttack.

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.500

Crossed D.D. No. dated

Drawn on bank:

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To

The Principal,
SCB Dental College & Hospital
Cuttack.

Subject: Authorization for attending bid opening on (date) in the
Tender for Security Services for the SCB Dental College & Hospital, Cuttack. (tender no:
_____)

Dear Sir,

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

Specimen Signature

- 1.
- 2.

or

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

Note:

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

GENERAL INSTRUCTIONS FOR BIDDERS

Scope of the work.

1. The Service Provider shall provide security services by deploying adequately trained 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 Hospital & College 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 of SCB Dental College and Hospital, Cuttack** informed of all the matters relating to security and co-operate in the investigation of any incident relating to security problems.

General Instructions

1. The, **Principal of SCB Dental College and Hospital ,Cuttack,Odisha** (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 Supervisor & Security Guard on contract basis for their engagement in Hospital & College premises as and when required.
2. The contract for providing the aforesaid manpower is for a period of one year commencing from the date of effectiveness of the contract i.e. the date of actual deployment of the required manpower. The period of the contract may be further extended by renewal provided the requirement of the Department 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 approved Service Provider or because of change in the requirement.
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. This Department has tentative requirement of the manpower as given below

Sl. No.	Name of the Post	Number
1	Security Guard	8

The requirements may increase/ decrease in any/ all the categories. Due to the arduous nature of duty, male candidates are preferred.

4. The interested “**Service Providers**” may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs **1500/- (Rupees Fifteen hundred)** only drawn in favour of **Principal of SCB Dental College and Hospital ,Cuttack** and other requisite documents by 04/06-/-2014 upto 4.00 PM to the **Principal of SCB Dental College and Hospital ,Cuttack**

5. **E-mail/ Fax bids will be summarily rejected. Late bid shall be rejected out right with out any further correspondences.**

6. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested Service Provider are advised to submit two separate sealed envelopes super scribing **"Technical Bid for Providing Security Services to SCB Dental College and Hospital,Cuttack.and "Financial Bid for Providing Security Services to SCB Dental College and Hospital,Cuttack "**.

7.Both sealed envelopes should be kept in a separate third sealed envelope super scribing **"Tender for Providing Security Services to SCB Dental College and Hospital,Cuttack**

8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft / Pay Order drawn in favour of **the Principal of SCB Dental College and Hospital ,Cuttack** and it should accompany the Technical Bid, **failing which the tender application shall be summarily rejected.**

9. The successful tenderer will have to deposit a **Performance Security Deposit (as decided by the selection committee)** remuneration including statutory dues in the form of **Bank Guarantee only** from any Nationalized Bank pledged in favour of the **Principal of SCB Dental College and Hospital ,Cuttack** covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended/renewed beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the tenderer.

10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered 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 years certified by the Chartered Accountant.

(e) Copies of EPF and ESIC Registration Certificates.

(f) Copy of the Labour License/Registration under the Contract Labour(Regulation & Control) Act,1970

(g) Registration with Home Department/S.P Cuttack.

(h) Certified extracts of the Bank Account containing transactions during last three consecutive 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 any where.

(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.

11. **Any conditional bids shall not be considered and will be outrightly rejected at 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. Amounts quoted in figure should be repeated in words and in case of any discrepancy the amounts stated in words shall prevail.

No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

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 Tenderer/his representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person authorized for each bidder shall be allowed to be present at the time of opening the tender.

14. The Financial Bid of those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in presence of the Tenderer/ their authorised 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.

15. The quoted rates shall not be less than the minimum wage as fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution of the personnel so engaged.

16. The Principal SCB Dental College & Hospital, Cuttack. reserves the right to cancel all the bids without assigning any reason.

17. The Authorized signatory shall submit a valid letter of authorization.

18. The Service Provider should have its own Bank Account.

19. The Registered Office or one of the Branch Offices duly registered in the local authority of the Service Provider should be located within the jurisdiction of the user Department/Office.

20. All documents submitted shall be consecutively numbered having signature with official seal of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly authenticated by the authorized signatory. In case the tender document is signed by the authorized signatory,

a copy of the Power of Attorney/Authorization may be enclosed along with the tender for consideration.

21. The Principal SCB Dental College & Hospital, Cuttack reserves the right to call for any document in original including the Bank Account to verify the veracity of the documents so submitted.

22. The successful bidder shall be required to obtain Registration under Odisha Private Security Agencies Rule, 2009 (**Within the period of 90 days from the date of finalization of the Tender Process**).

TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfill the following minimum technical specifications:

1. The Bidder may be a Proprietary firm/ Partnership firm/ Limited Company/Corporate body legally constituted.

2. The Service Provider should have at least **Three Years of** experience in providing Security Guard

services to Government Departments/ 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.

3. The bidder organization should be a profit making one in the preceding two financial years.

4. 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.

5. The bidder shall have the following Registrations as evidenced by the self 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

6. 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.

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

Security Guard. He 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.

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

(ii) The deployed personnel shall have minimum qualification of Matriculation 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 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 form his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the level.

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.

APPLICATION - TECHNICAL BID

(For Providing Security Services to SCB Dental College & Hospital, Cuttack.

1. Name of Tendering Service Provider:

2. Status(Proprietor /Partner/ Director): _____

3. Details of Earnest Money Deposit: DD No. _____ date _____ of Rs. _____ drawn on Bank _____

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

Telephone Number of Banker : _____

8. PAN / GIR No. : _____

(Attach attested copy)

9. Service Tax Registration No. : _____

(Attach attested copy)

10. E.P.F. Registration No. (: _____

(Attach attested copy)

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

(Attach attested copy)

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

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2011-12		
2012-13		
2013-14		

12. Labour License/Registration under The Contract Labour (Regulation & Control) Act,,1970

13. Additional information, if any: (Attach separate sheet if space provided is insufficient)

14. Give details of minimum 3 such contracts handled by the tendering Service Provider during the last three consecutive years in the following format

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

SL NO	Name of client, address, telephone & Fax no	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract		Remarks	
		Type of manpower provided	No. of personnel provided		From	To		

16. If 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.

17.. **Supported document with regard to turn over per annum duly issued by the Income Tax authority. (Form-16).**

18. **Supported documents duly issued by the appropriate authority on deposit of EPF, ESI & Service Tax etc.**

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

Date: Signature of the authorized person

Place: Name:

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;

2. I have carefully read the tender document and have understood the contents of 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

Place:

Name: Seal

APPLICATION - FINANCIAL BID

(For Providing Security Service to, SCB Dental College and Hospital ,Cuttack Odisha)

1. Name of tendering Service Provider :
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc

Date:
Place:

Signature of the authorized person
Name:
Seal:

Notes: 1. The Remuneration of manpower to be provided as per the rate provided as per Director of Medical Education & Training Letter No.3413 Dt.7-4-2010.
2. 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.
3. 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.

TERMS & CONDITIONS

GENERAL

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 actually provided.

3. The Agreement shall be valid for a period of one year w.e.f the date of its effectiveness unless extended/renewed further by the mutual consent of the Service Provider and the Authority on the same terms & conditions as laid down in the Tender paper.

4. The **Agreement may be extended, on the same terms and conditions** or with some additions / deletions / modifications/alteration for a specific further period mutually agreed upon by the Service Provider and the Authority.

5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the Authority.

6. The Department, at present, has tentative requirement of 8 numbers of Security Guards. The requirement of the Department may further increase or decrease marginally, during the period of contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.

7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents so furnished 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 immediate termination of the Agreement.

8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof.

The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.

The coordinator shall work under the guidance/instructions of the authorities concerned and shall be answerable to the Head of the Institution.

10. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate prescribed by the Government to their respective account, and adduce such evidence to the The Principal ,SCB Dental College & Hospital,Cuttack. 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.

11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office concerned.

12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons so deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.

13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees 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 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 Service Provider.

17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and 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.

18. In the event of any security personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the office of the Principal, SCB Dental College & Hospital, Cuttack.

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 private security guard will carry a notebook and a writing instrument with him. Every private security guard, while on active security duty, will wear and display the **photo identity card issued on the outer most garment above waist level in a conspicuous manner to be signed by the Authority and the Service Provider.**

20. As per the Orissa Private Security Agencies Rules, 2009, the bidder should have to issue uniform and make it obligatory for its security guards to put on:

- (i) an arm badge clearly distinguishing the Service Provider,
- (ii) shoulder or chest badge to indicate his position in the organization,
- (iii) whistle attached to the whistle cord and to be kept in the left pocket,
- (iv) shoes with eyelet and laces,
- (v) a headgear which may also carry the distinguishing mark of the Service Provider.

21. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to **the** Principal, SCB Dental College & Hospital, Cuttack. and maintain liaison with the police. FIR will be lodged by officials of the SCB DCH, wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.

22. In case of any loss that might be caused to the SCB DCH 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 SCB DCH shall have the right to deduct appropriate amount from the bill of contracting Service Provider to make good such loss to the **SCB DCH** besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Service Provider, SCB DCH shall be within his right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

23. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.

24. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

25. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

26. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned 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 Commercial Tax Department.

27. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.

28. The 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.

29. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

30. In case, the 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 Service Provider, to the extent of the loss or obligation in monetary terms.

31. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned 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 Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

33. The decision of The Principal SCB Dental College and Hospital in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

34. 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

35. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.1500/-), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of the Principal, SCB Dental College & Hospital ,Cuttack. College, 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 tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

37. The successful tenderer will have to deposit a **Performance Security Deposit of one months remuneration of manpower provided including statutory dues** in the form of Bank Guarantee from any Nationalized Bank in favour of The Principal SCB Dental College and Hospital 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.

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 annulment of the Agreement.

39. 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 Principal SCB Dental College & Hospital, Cuttack. in the first week of the succeeding month. The Principal SCB Dental College & Hospital, Cuttack this Hospital 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 the Principal SCB Dental College & Hospital, Cuttack shall not be **liable to bear any expense in this** regard. The Agency shall make payment of wages of a month to security personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the Principal SCB Dental College & Hospital, Cuttack for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/ amendments/ modifications:-

I) The Payment of Wages Act 1936

II) The Employees Provident Fund Act, 1952

III) The Contract Labour (Regulation) Act, 1970

IV) The Payment of Bonus Act, 1965

V) The Payment of Gratuity Act, 1972

VI) The Employees State Insurance Act, 1948

VII) The Employment of Children Act, 1938

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 Principal 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 the designated places shall work under the direct supervision and control of the authority like Principal/Hospital Manager SCB Dental College and Hospital, Cuttack.

The full particulars of the personnel to be deployed by the service provider including their names and addresses, shall be furnished to the Principal, SCB Dental College and Hospital, Cuttack. along with the testimonials before their actual employment. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Principal, SCB Dental College and Hospital, Cuttack

45. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/office.

46. **All disputes shall be under the jurisdiction of the court situated at Cuttack.**

47. The successful bidder will enter into an agreement with this Department for supply of suitable and efficient Security Guard as per requirement of this Department 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.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any noncompliance shall be deemed as breach of the Contract/Agreement.

Declaration by the Tenderer:

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

(Signature of Tenderer with seal)

Address :

Name :

Phone No (O) :

Seal :

Date:

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

1. List of Manpower short listed by service provider for deployment in SCB Dental college & Hospital, Cuttack., Hospital premises containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc & Police verification certificate of each person from the local area with regard to noninvolvement in criminal case etc
2. Bio-data of all persons.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Principal SCB Dental College & Hospital, Cuttack. Represented by _____, here-in after referred to as the "**Authority**" which expression shall, where the context so requires or admits, also include its successor's or assignees of the one part;

And

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

Whereas, the "**Authority**" desires that the services of " _____ " are required in _____ Department/Office; And whereas the "**Service Provider**" has offered its willingness to the same in conformity with the Provisions of the agreement; And whereas the "**Authority**" has finalized the rate as per the terms and conditions of the agreement to the "**Service Provider**".

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " ___ " in the _____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto..... **IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

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

In the presence of witness:-

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

Witness

1.Name

Address.....

2.Name.....

Address.....

Witness

1. Name:.....

Address.....

2. Name.....

Address.....