

ODISHA STATE ROAD TRANSPORT CORPORATION : BHUBANESWAR:

PARIBAHAN BHAWAN ASHOK NAGAR , BHUBANESWAR:


TENDER NOTICE NO...10675 do 1/8/18

Sealed Tenders are invited from reputed registered security Agencies/Firms having experience of at least five years ( in providing Security Personnels to the reputed ( Companies/ Undertakings ) for providing 04 nos Security Personnels to the OSRTC, on contract basis.

Cost of Tender Paper:- - Rs.500.00  
Issue of Tender Paper:- - 05.08.2018 to 18.08.2018  
Last date of Submission of Tender:- 3.00 P.M. on 18.08.2018  
Opening of Tender:- - 4.00 P.M. on 18.08.2018  
Earnest Money Deposit:- - Rs.10,000/-

OSRTC reserves it's right to change/ cancel the tender without assigning any reason thereof.

For details , please visit osrtc website [www.osrtc.in](http://www.osrtc.in) or the Corporate Office,Paribahan Bhawan, Bhubaneswar.

  
General Manager (Admn.)  
OSRTC, Bhubaneswar.  
21.7.18

ODISHA STATE ROAD TRANSPORT CORPORATION: BHUBANESWAR:

TENDER NOTICE NO. 10675 DT 1/8/18

Tender for providing Security Services.

Sealed tenders are invited from reputed registered Security Agencies/Firms having experience of at- least five years prior to 01.07.2018 ( in providing security services to the different corporate base/Corporate firms) for providing 04 Nos Security personnels to OSRTC for the year 2018-19. The Agency must has executed 3 similar contracts with Government Departments/PSU.

The agencies/firms having valid registration certificate ,Income Tax ,Clearance Certificate, Labour License, EPF registration and code of R.P.F.C ESI Service Tax Registration and work experience are eligible to apply.

- (a) Non- transferable tender documents will be available from office of the OSRTC Hrs. on payment of Rs.500/- (Rupees five hundred)only payable in shape of Cash. Crossed Demand draft of any scheduled bank having branch at Bhubaneswar drawn in favour of Accounts Officer., OSRTC., Bhubaneswar, Odisha., This tender documents can also be browsed and downloaded from OSRTC website [www.osrtc.in](http://www.osrtc.in).The downloaded bid documents can be used, provided it is accompanied with a crossed demand draft towards cost of the tender documents. Tenderer interested to receive tender documents by Registered post should pay additional amount of Rs.100/-(Rupees one hundred) only .However, OSRTC will not be responsible for postal delays in delivery of the documents.
- (b) The Tender papers should be submitted after due compliance with guidelines given in the tender documents. The Tender papers submitted incomplete shall be rejected outright.
- (c) The filled in sealed tender papers shall be submitted in the Corporate office of the OSRTC,, Bhubaneswar by Registered post Speed post or dropped in the tender box. Tender papers received after due date and time shall not be entertained. Tender offer must be accompanied with the EMD value of Rs.10,000/-(Rupees Ten thousand)only in shape of bank draft drawn in favour of Accounts officer., OSRTC payable at Bhubaneswar.

- (d) The Tender papers will be available for sale in the Corporate office of the OSRTC, between 11.00 A.M. to 4.00P.M. on working days from 5.8.2018 to 18.08.2018 .The sealed tenders will be received till 3.00P.M. on 18.8.2018 in office of the OSRTC .The bid will be opened on 18.08.2018 at 4.00 P.M. Tenderer or their authorized representatives if any,are requested to remain present at the time of opening of tender.
- (e) OSRTC reserves the right to cancel any or all tenders without assigning any reasons hereof.

#### 4. GENERAL TERMS AND CONDITIONS

The rate should be quoted strictly in the proforma as per Annexure-II. Quoting in any other proforma or elsewhere will not be entertained. Tender should be submitted in one envelop superscribed" Tender for Security Service" .The tender should be submitted in the tender box placed at the address mentioned below not later than 3.00 P.M. on 18.8.18 alongwith following documents(Annexure-I)

1. Service tax registration certificate
2. Company's Registration certificate
3. ESI Registration certificate
4. Income tax clearance certificate
5. Last 5 years experience
6. Profile of the persons under the company and their Bio-date with photographs.
7. Last 3 years audited statement from Chartered Accountant.
8. EPF Code No.
9. Original Money receipt of the tender in case of cash deposit
10. Labour registration Certificate from Govt.
11. E.M.D. in shape of D.D/B.D. amounting to Rs.10,000/-.

Address:- Accounts Officer, Odisha State Road Transport Corporation  
Paribahan Bhawan, Old bus stand, Ashok Nagar, Bhubaneswar-  
751009.

#### 2. Security deposit:-

- (a) The successful bidder has to deposit Rs.10,000/-(Rupees Ten thousand) only per Security Personnel towards security deposit with OSRTC .In case of non -fulfillment of the contract, the security

deposit will be forfeited .No interest shall be paid on the security deposit.

- (b) The Tenderer shall enclose with the tender application, a demand draft of Rs.10,000/- (Rupees ten thousand) only towards EMD drawn on any Nationalized Bank in favour of OSRTC payable at Bhubaneswar.
- (c) The E.M.D. of unsuccessful bidders will be refunded after tender process is over.

### 3.0. Period of Contract:-

3.1 The initial period of contract shall be for one year from the date of agreement. On successful completion of the Contract, the contract period may be extended subject to satisfactory performance and on mutual consent. However, no right is accrued in favour of the successful tenderer to claim any right of extension automatically.

### 3.2. Termination of Contract:-

OSRTC reserves the right to terminate the contract without assigning any reason thereof at any time during contract period by giving 30 days notice. In case of failure by the agent to fulfill his contractual obligations or the performance of Security personnels are not satisfactory ,the OSRTC reserves the right to disengage the personnels, cancel the contract and the security deposit shall be forfeited in addition to any additional liability on the agent towards risk and cost .No payment should be made to the agent or to the security personnels for the disengagement period.

### 4.Wages and Statutory dues:-

- a) The Wages and other statutory dues should be quoted as per the minimum wages act, and other relevant act and rules as applicable/notified during the operation of the agreement.
- b) The agent should maintain proper records of his employees. Their attendance and payment made to them. Such records should be made available to OSRTC for scrutiny every month. The agency shall be responsible for all sorts of statutory payments to the staff employed by

c) The rates of different category of security personnel shall not be less than the rates of minimum wages prescribed by the Govt. from time to time .

5.0 The telephone communication round the clock with the agency should be ensured, so that he can be contracted at any time.

5.1. The agency shall be responsible for proper behavior of all the persons employed by him. The agency shall be bound to prohibited and prevent any of their employees from being intoxicated while on duty, trespassing or acting detrimental or prejudicial to the interest of Company. The decision of the Officer -In -Charge ,OSRTC upon any matter arising under the clause shall be final and binding on the agency.

5.2. The agency shall be responsible to provide to Security Services and such other duties in connection with the Security and other activities incidental thereto as and when entrusted to them.

5.3 The agent shall comply all statutory provisions of law and keep OSRTC informed regarding any amendment of law made from time to time and financial implication arising there from. However OSRTC is not bound to accept such enhancement /condition.

5.4. Agent shall comply with all relevant rules and regulations of Act applicable at present and to be enforced from time to time.

5.5. All Security Personnel to be deployed shall have to be covered under EPF Act with an EPF Account Number.

#### 6.0. Employment liability

a) The Security agency shall be solely and exclusively responsible for engaging their Security personnel. The OSRTC will have no liability what so ever regarding such employees. The agency shall indemnify OSRTC against all loss or damages. The agency shall make regular and full payment of all wages to its workers/employees.

b) The successful bidder/agency at its own cost and expenses shall provide properly uniformed ,well behaved smart and trained security personnel preferably within the age group of 18 to 40 years to perform the watch & ward works on shift wise in the corporate office/zones allotted to them by the Officer-in-Charge of OSRTC.

c) No Security Guards shall make duty beyond 8 hours per day at OSRTC.

7.0. Execution of Agreement:-

The successful bidder has to execute an agreement stipulating the terms and conditions enclosed with the tender paper with OSRTC in non judicial stamp paper after depositing the required security deposit within 10 days of issue of the order.

8.0. Payment of bills:-

Bills will be paid on monthly basis. Bills for a particular month shall be submitted in duplicate within first week of the succeeding month. Payment will be released subject to certificate given by the Officer-in-Charge. Tax if any, shall be deducted at source as per the Act.

9.0. SCOPE OF WORK:-

1. To provide round the clock security service in and around OSRTC office and any other places as and when required by the office as per direction of Officer-in-Charge.
2. To protect against theft, burglary, trespassing, prevention of any untoward incident in and around the office and any other areas in the interest of OSRTC.
3. To check all visitors, materials etc. and maintain records thereof.
4. To provide assistance to the management in case of strike,riots, labour unrest etc. protection of employees of OSRTC and its property against theft, damages, sabotages etc.
5. To collect intelligence and take appropriate steps to prevent untoward incidents and inform the management promptly for necessary action.

6. To provide assistance in case of fire accident, if any, necessary in the office and any other areas within the OSRTC premises, to put off fire.
7. To keep constant vigil over the vehicles ( four-wheelers & two Wheelers) in the parking space in the OSRTC Premises.
8. To maintain registers/records relating to those activities covered under the scope of work & any other work as per the instruction of OSRTC from time to time.

10. Right of acceptance or rejection of tenders

OSRTC reserves the right to:-

- a) Accept/Reject any of the tender in full or part thereof.
- b) Revise the requirement at the time of placing the order.
- c) Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- d) Reject any or all the tenders in part or full without assigning any reasons thereof.
- e) Award contracts to one or more bidders for the items/covered by the tender.

The tender is liable to be rejected on the following grounds.

- a) If it is not in conformity with the instructions mentioned in the tender papers
- b) If it is not properly signed by the bidder.
- c) If it is received by telex or telegram
- d) If it is received after the expiry of the due date and time.
- e) If it is not enclosed with the money receipt /D.D
- f) If it is not accompanied by the requisite EMD and proper document.
- g) If it is conditional tenders.

11. Arbitration:-

In the event of any dispute arising out of the contract the same shall be referred to the Chairman-cum-Managing Director, OSRTC Bhubaneswar for taking final decision. The decision shall be final and binding. If the tenderer feel aggrieved by such decision, he may request the Chairman-Cum-Managing Director, OSRTC for appointment of an Arbitrator. The Arbitrator shall only be appointed by OSRTC. The arbitrator so appointed shall adjudicate the dispute by giving due notice to the parties. The award of the Arbitrator shall be final and finding. The venue of the arbitration will be at Bhubaneswar. The cost of such arbitration shall be shared jointly.

  
GENERAL MANAGER(Adm)

OSRTC, BHUBANESWAR.

31/7/18



List of documents to be submittedCHECK LIST

Sl. No.	Documents to be submitted	Submitted	Not submitted	Remarks
1.	Copy of Registration of the firms with Govt. dept.			
2.	Service Tax registration certificate			
3.	ESI Registration certificate			
4.	Income Tax clearance certificate			
5.	Copy of Income Tax, Registration certificate, PAN card			
6.	Proof of experience (last 5 years)			
7.	Profiles of the persons under the company & their bio-date			
8.	Last 3 years audited statement from Chartered Accountant			
9.	EPF Code No.			
10.	Original M.R of the tender paper cost.			
11.	Labour Registration certificate from Govt.			
12.	EMD in shape of DD/BD amounting to Rs.10,000/-			
13.	List of clients & proof of satisfactory service,			

14.	Copy of the code No./ return slip as supplied by the RPFC as per sec.47 of the EPF scheme -1952.			
15.	Valid labour licence (as per Sec.12 and Sec.13 of the contract Labour (R&A act) 1948)			
16.	Copy of last return furnished to ESI under Sec.44. of ESI act. 1948.			
17.	Rate quoted not less than the minimum wages fixed by Govt. of act of Govt. of Orissa.			
18.	Certificate of compliance with all the statutory provisions.			

Signature of Bidder  
(Seal)

FINANCIAL BID

ANNEXURE-II

For providing Security Services to OSRTC.

1.Name of the Security Service provider

2.Rate per person per month(8 hours per day)inclusive of all statutory liabilities taxes levies cess etc.

Monthly rate per person

Sl. No.	Manpower type	Take home remuneration	EPF	ESI	Other statutory dues if any.	Service charges	Service Tax	Total person
01.	Security guard ( Civilian )							
02.	Ex-Serviceman Security Guard (Ex-Army minimum Five years service)							
03.	Security Guard (trained) with Licensed Gun							
04.	Security Guard (trained with Lathi)							

- Minimum take home remuneration per person should not be less than minimum wages as per the statutory provision and rules of minimum wages Act of Govt. from time to time.

Signature of authorized Person

Full name

Date

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 in to the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of nos. of working days for which duty has been performed by each manpower.

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AGREEMENT OF SECURITY SERVICE FOR THE YEAR 2018-19

This agreement is made on .....days between OSRTC having its registered office (herein after referred to as the "Corporate Office") located at Old Bus stand, Bhubaneswar( hereinafter called the 1st Party ):

of the 1st part

And

....., which expression unless repugnant to the context or contrary to the meaning thereof shall include its successors, heirs and assignees herein after called the 2<sup>nd</sup> party.

of the 2<sup>nd</sup> part

Whereas the 2<sup>nd</sup> party has been selected for supply of security service personnels for the office building and other places of work, of the 1<sup>st</sup> party on payment of monthly charges as per Annexure-1 enclosed and the same shall be treated as part of this agreement and the 1<sup>st</sup> party has agreed to accept the same on the terms and conditions as here-in-after contained.

Now these presents witness that subject to the conventants conditions and stipulation here-in-after contained, it is hereby agreed by and between the parties here to in the following manners.

1. The 2<sup>nd</sup> party at its own cost, expenses and all liabilities shall employ and maintain trained and fully uniformed security staff.
2. He shall keep the security staff on its pay roll and pay their salary/wages not less than the prescribed minimum rate of wages as notified by the appropriate Govt. in terms of the Minimum wages act, 1948 and Rules made thereunder.
3. He shall render full time security service to the 1st party.
4. He shall provide the security Guard who should be well dressed, qualified (minimum + 2 passed in Arts/Science/Commerce ) who can speak and write in Oriya, English and Hindi. He shall be smart, well conversant with security guard rules. The Security Guards should be alert and vigilant about the entry and exit of the employees of the centre and outsiders.

If the outsider will be allowed to enter the office for their work, they should be asked to enter their names in the register meant for the purpose before entering. The time of arrival, departure should be correctly recorded. The bag and baggages of outsider and staff of the centre will be checked by the Security Guard at random or on any apprehension before leaving the office. The address and photo identity cards of the security guards must be submitted to the office of the undersigned for information. Any change of the Security guards must be done on prior intimation to the undersigned in due procedure. Security guards should be punctual, sincere and well-behaved. The register meant for the security guards must be done on prior intimation to the undersigned in due procedure. The register meant for the security guards and supervisors should be maintained properly daily.

5. The 2<sup>nd</sup> party shall make payment of wages to their employees mentioned above in presence of the duly authorised representative of the 1st party.

6. The 2<sup>nd</sup> party shall ensure to pay the wages and other statutory dues in respect or their employees mentioned above during working hours of first 7 days of every succeeding month of wages period positively in the presence of Authorised representative of 1st party. In cases the terms of agreement ceases before the expiry of the wage period, final payment shall be made by the 2<sup>nd</sup> party to their employees within 48 hours of last working day of said employees. The 2<sup>nd</sup> party shall disburse the wages at OSRTC office with prior notice to their employees & also to the authorised representative of 1st party. The 2<sup>nd</sup> party shall have to deposit statutory contributions (both for employees and employer share) in respect of their employees towards EPF & ESI with the concerned authorities in each month in time while making payments to their employees and produce the proof of the same as token of deposit of such contributions with concerned authorities to the Authorised representative of 1st party.

Similarly, the 2<sup>nd</sup> party shall have to maintain the Muster roll Register of wages, register of deductions, register of overtime, register of fines and the Register of advances etc. in terms of the Odisha Contract Labour (Regulation & Abolition) Rules, 1975.

7. That, the 2<sup>nd</sup> party shall undertake to indemnify the 1st party of any default in such payment including the dues, and contributions as stated above by the 2<sup>nd</sup> party.

8. That, the 2<sup>nd</sup> party in addition to the services required by the Corporation shall be responsible to protect the properties of OSRTC and the properties under its possession and of other Institutions of 1st party where the security services are provided and 2<sup>nd</sup> party shall prevent any crime, trespass, mischief, theft, burglary, fire etc and the 2<sup>nd</sup> party shall compensate the 1st party in the event of any loss/damage is sustained due to the negligence of the personnel of the 2<sup>nd</sup> party.

9. That, in case of failure of the 2<sup>nd</sup> party to deliver the satisfactory services or to pay wages with statutory dues and contributions in respect of their employees in time or for any such reason, the 2<sup>nd</sup> party will be liable to pay compensation to the 1st party. The decision on the compensation payable by the 2<sup>nd</sup> party to the 1st party shall be determined by the 1st party, which will be binding on the 2<sup>nd</sup> party. In case of any dispute in this regard the decision of the CMD, OSRTC will be final and binding on both the parties.

10. That, the 1st party shall have the power to withhold partly or fully the dues/security deposit of the 2<sup>nd</sup> party for the reasons to be communicated to the 2<sup>nd</sup> party for contravention of any terms and conditions. But in such cases, the agency will not withhold payment of wages and statutory dues/contributions to statutory authorities in respect of their employees.

11. That, the Security persons must be changed on completion of six months of their service at OSRTC or at any earlier time to be decided & directed by the 1st party.

12. The 2<sup>nd</sup> party shall abide by all the instructions of the 1st party from time to time.

13. That, the agreement shall be effective from ..... to ..... with option of the 2<sup>nd</sup> party to renew the agreement for a further period on the same terms and conditions or different terms and conditions as may be mutually agreed upon. The agreement is terminable by either party serving one month's prior notice in writing only during the tenure of the agreement. This agreement shall automatically cease at the end of the agreement period and no prior notice is required to be served on 2<sup>nd</sup> party for this purpose.

14. That, any legal dispute arising out of this agreement shall only be subject to the jurisdiction of the Civil Court situated at BBSR and of the High Court of Odisha, Cuttack.

15. That, the 2<sup>nd</sup> party shall deposit a sum of Rs.10,000/- (Rupees Ten thousand) per person only in favour of OSRTC as a security deposit which shall be refundable carrying no interest after due compliance of all terms and conditions of above agreement and successful completion of agreement period.

16. The 2<sup>nd</sup> party has to submit all particulars such as Bio-data and passport size photographs of the security guards employed by them to the 1st party. The 2<sup>nd</sup> party shall ensure that the physical standard of the security guards should be 5'6" and having good physique to perform the job of a security guard. However, the deployment of such security guards by the 2<sup>nd</sup> party shall be subject to clearance/approval of the 1st party.

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THE APPROVED RATE FOR THE SECURITY SERVICE FOR THE YEAR 2014-15.

- 1. Security Guard (trained) :- Rs..... per month/per month/per guard, 8 hrs.  
(With Licenced Gun),
- 2. Security Guard (Civilian) : Rs..... per month/per Guard, 8 hrs.,

In witness where of the parties here to have signed this agreement and have affixed their common seal on the day and year above written.

Witnesses : Signature of 1st party:  
(1)  
(2) Signature of 2<sup>nd</sup> Party,  
(3)  
(4)