

TENDER DOCUMENT FOR SECURITY GUARD

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The Institute of Textile Technology Society, Choudwar requires the services of Registered Security Service Agencies to provide Security Guards on outsourcing basis for watch and ward of the Institute.
2. The contract for providing the **Security Guards** is for **one year**. The period of the contract may further be extended beyond one year subject to requirement of ITT, Choudwar & satisfactory performance of the agency. The contract may be curtailed/terminated before end of contract period owing to deficiency in service or substandard quality of the Security Guards deployed by the selected Security Service Agency because of change in ITT, Choudwar's requirements. The ITT, Choudwar however, reserves the right to terminate this initial contract at any time after giving one month notice to the selected Security Service Agency.
3. The ITT, Choudwar has requirement of 25 nos of Security Guards on outsource basis. The interested Security Service Agencies may submit the tender document filled in all respect along with Earnest Money Deposit (EMD) and other requisite documents on or before the below mentioned date and time to **Institute of Textile Technology, Gandhi Chhak, Choudwar, Cuttack -754025** by Regd. post/Speed post only. **The requirement of man power may be changed as per need in future.**
4. The bidders should download the tender document from the official website of ITT, Choudwar (www.ittorissa.org) and enclose a demand draft of Rs. 500/= towards cost of tender fee, which is non-refundable drawn in favour of PRINCIPAL, ITT, Choudwar, payable at Choudwar. The Tenderer claiming exemption/concession for EMD/ Tender document fees has to submit copy of relevant document for availing such benefit.

The various dates relating to the Tender process for providing Security Guards to the ITT, Choudwar are cited as follows:

- (a) Date for downloading of Tender documents: 10th March 2018 onwards.
 - (b) Last Date & Time for receipt of Tender documents: 23rd March 2018 by 5 pm (by Regd. Post/Speed post. only)
 - (c) Date and time for opening of :
 - (i) Technical Bids : 24th March 2018 at 11 am
 - (ii) Financial Bids of eligible Bidder : 24th March 2018 at 12 noon
5. The sealed envelope containing the Tender document should be super scribed as **"Tender Document for Security Guards"**.
6. The Earnest Money Deposit (EMD) of Rs 25,000/- (refundable without interest) should be necessarily be accompanied with the Technical Bid of the service provider in the form of demand draft drawn in favour of Principal, ITT, Choudwar, failing which the tender shall be rejected.

7. The successful tenderer will have to deposit a performance security of Rs. 1,50,000/- (One lakh fifty thousand) only in the form of Bank Guarantee from any nationalized bank in favour of the ITT, Choudwar 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 tenderer.

8. Conditional bids shall not be considered and will be out rightly rejected.

9. All entries in the tender form should be legible and filled clearly. If the space for 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 bids must be initiated by the person authorized to sign the tender bids.

10. The Technical bids shall be opened on the scheduled date and time, in the office chamber of the Principal ITT, Choudwar in presence of the authorized representatives of the Security Service Agencies, if any, who wish to be present on the spot at that time.

11. *The Principal, ITT, Choudwar, reserves the right to accept/ reject or cancel any or all bids without assigning any reason thereof.*

TECHNICAL REQUIREMENTS FOR THE TENDERING SECURITY SERVICE AGENCIES

1. The Tendering **Security Service Agencies** should fulfill the following technical requirements.
 - a) The registered office of the Security Service Agency should be located within Odisha.
 - b) The Agency for providing Security Guards should have experience in providing Security Guards to (Central/State) Government / PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed.
 - c) The Security Service Agency should have own bank Account.
 - d) The Security Service Agency should be registered with Service tax departments and should have valid Service tax registration Number.
 - e) The Security Service Agency should be registered with appropriate authorities under Employees provident fund and employees state insurance acts.
 - f) The Security Service Agency should be registered with labour department, i.e. license under Contract labour (regulations and abolition) act 1970.
 - g) The Security Service Agency should be a financially sound party and his annual turnover should not be less than Rs 20,00,000/- (Rupees Twenty Lakhs) only. Copy of audited financial statements for the financial year 2015-16 & 2016-2017 should be attached.
 - h) The security agency shall submit valid clearance certificate from Home Dept., Govt. of Odisha.

TERM & CONDITIONS FOR PROVIDING SECURITY GUARDS BY THE SUCCESSFUL SECURITY SERVICE AGENCY IN ITT, CHOUDWAR ON OUTSOURCING BASIS

1. The Agency shall be registered with the appropriate authority for doing such business.
2. The track record of the Security Personnel to be deployed should have been verified by the Agency before deployment. The selected Agency will submit a Police Clearance certificate that no criminal record has been registered against the personnel deployed.
3. The following documents shall be attached with the quotation.
 - a) Self attested copy of PAN Card.
 - b) Self attested copy of Service Tax Registration Certificate.
 - c) Self attested copy of Registration Certificate issued by the appropriate authority for doing such business.
 - d) Self attested copy of valid Labor License.
 - e) Proof of such experience during last three years, if any.
 - f) The consolidated monthly wages is to be quoted which includes all the charges and wages payable for the weekly day of rest but exclusive of Service Tax which will be paid extra, as applicable, in the format, (Annexure-A)
 - g) Undertaking to the effect that the Agency has not been black listed by any Government organization/PSU or any other organization/agencies. (Annexure-B)
 - h) Self attested copy of valid clearance certificate from Home Dept., Govt. of Odisha
4. No additional claim or claims for enhancement of rate will be entertained by the ITT, Choudwar during the contract period. However, enhancement of minimum rate of wages if any made by the Government during the period may be considered.
5. The Security Personnel to be engaged should be young but not below the age of the 18 years, sound physique, brave, gentle and obedient in nature and willing to perform the duty in night shift.
6. The contract shall be valid initially for a period of one year which may be curtailed/extended depending upon the performance. Either party can terminate the contract with 30 days prior notice.
7. The successful tenderer should make an agreement on a non-judicial stamp paper with the ITT, Choudwar stating that the agency will abide by all the terms and conditions.
8. No accommodation will be provided by the ITT, Choudwar to the Security Personnel.
9. The Agency shall designate one representative out of the personnel engaged who would submit weekly duty chart, maintain attendance roll and liaison between the ITT, Choudwar and the agency.
10. The Agency will be held responsible for any loss of property due to negligence or any mischief committed by the Security Personnel. The agency will be asked to withdraw any or all Security Personnel if any dereliction in duty is noticed and replaced immediately with suitable substitute.

11. The permanent/present address with father's name, Aadhar copy and cell phone number (if any) of each Security Personnel shall be furnished to the ITT, Choudwar, before deployment.

12. Each Security Personnel while on duty shall be in uniform dress, full shoe, cap and lathi which will be provided by the Agency.

13. The rate to be quoted shall be commensurate with the provisions of the minimum wages Act of the Government of Odisha in force.

14. (i) Payment will be made on monthly basis on submission of bills in duplicate after satisfactory completion of the duties assigned at approved rate.

(ii) No advance will be paid.

(iii) Payment is subject to ITDS under Sect-194C of the Income Tax Act, 1961 at the prevailing rate.

15. Agency dispute shall be subject to the jurisdiction of Hon'ble Courts at Cuttack or Hon'ble High Court of Odisha.

PRINCIPAL

TECHNICAL BID

1. Name of Tendering Security Service Agency _____
2. (a) Details of Earnest Money Deposit: DD No. _____ Date _____
Rs. _____ drawn on Bank. _____
3. (b) Details of cost of Tender paper D.D No _____ dt. _____ drawn on Bank Amount.
3. Name of proprietor/partner/director _____
4. Address of Registered Office _____
E-Mail _____ Address _____ Telephone No. _____
Fax No. _____ Mobile No _____
5. Full address of operating/ Branch Office: _____
E-Mail Address _____ Address. _____
Telephone No. _____ Fax No. _____
6. Name & contact no. of Authorized officer/ person to liaison with filed Office (s) _____
7. Banker of the Security Service Agency _____
8. Telephone Number of Banker: _____
9. PAN/GIR No.: _____
10. Service Tax Registration No.: _____
11. E.P.F Registration No.: _____
12. E.S.I, Registration No.: _____
13. GST Registration no-----
14. IT return for the assessment year 2016-17 & 2017-18
15. Financial turnover of the tendering Security Service Agency

Financial year	Amounts (Rs. Lakh)	Remarks, if any
2015- 2016		
2016- 2017		

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

16. Additional information , if any
17. Give details of the major similar contract handled by the tendering Security Service Agency during the last two years in the following format.

(If the space provided is insufficient a separate sheet may be attached)

Sl. No.	Name of client, Address, telephone No	Nos.of Security Guards provided	Amount of contract Rs. Lakhs	Duration of contract	
				From	To

18. The annual return / e-return/ challan filed in ESI & EPF for last year up to march-2017. (attach attested copies).

19. Additional information if any
(Attach separate sheet, if required) Date:
Place: -

Signature of authorized person.
Full Name:
Seal

DECLARATION

I _____ son/Daughter/ Wife of
Shri _____ proprietor/Director/ authorized
signatory of the Security Service Agency, mentioned above, am competent to sign this
declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

2. The information/documents furnished along with the above bid document are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing any false information/ fabricated document would lead to rejection of my/ our tender at any stage besides liabilities towards prosecution under appropriate law.

3. I / we have not been black listed by any (Central/State) Government/PSU Departments.

Date:

Signature of authorized person.

Place:

Full Name:

Seal & Signature of Bidder.

FINANCIAL BID

For Providing Security Guards to the ITT, Choudwar .

01. Name of tendering Security Service Agency:

02. The Bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.

SI No	Monthly rate per person							
	Manpower type	Rate of Payment (Rs)	Employer EPF share As applicable	Employer ESI share As applicable	Other statutory dues if any (Rs)	Service Charges (Rs)	Service Tax (Rs)	Total Per Persons (Rs)
1	Security Guard							

Notes

- Minimum take home remuneration wages per person should be as per the rate fixed by the Govt. of Odisha

• Date: _____ Signature of authorized person

• Place: _____ Full name: _____

Seal

Seal & Signature of Bidder.

TERMS AND CONDITIONS

GENERAL

1. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to deficiency of service, non satisfactory performance of the Security Guards deployed, breach of contract etc. or change in requirements.
2. The contract shall automatically expire on completion of one year unless or otherwise extended further on mutual consent of the Security Service Agency and ITT, Choudwar.
3. The contract 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 Security Service Agency and the ITT, Choudwar.
4. The Security Service Agency shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this to any other agency or organization.
5. The ITT, Choudwar at present, has requirement of 25 nos of Security Guards. The requirement of Security Guards may further be increased or decreased, during the period of initial contract also and the Agency would have to provide additional manpower services, if required on the same terms and conditions.
6. The service provider will be bound by the details furnished by it to the ITT, Choudwar while submitting the tender or at any 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 contract making it liable for legal action besides termination of the contract.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the service provider.
8. The Security Guards deployed shall be required to report for work at ITT, Choudwar in time and perform duty for at least 8 hours. In case the person deployed comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Security Service Agency shall nominate a coordinator who shall be responsible for immediate interaction with the ITT, Choudwar, so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of the Security Guards deployed in ITT, Choudwar, shall be that of the Security Service Agency and the ITT, Choudwar, will in no way be liable. It will be the responsibility of the Security Agency to pay to the Security Guard deployed a sum not less than the minimum rate quoted in the financial bid and show such evidence as may be required by the ITT, Choudwar.

11. For all intents and purposes, the Security service Agency shall be “Employer” within the meaning of different rules and acts in respect of Security Guards so deployed. The Guard deployed by the Agency shall not have any claim whatsoever like employer and employee relationship against the ITT, Choudwar. There shall not be employer-employee relationship between ITT, Choudwar and the Security Guards deployed on outsourcing basis.
12. The Security Service Agency shall be solely responsible for the redressed of grievances of resolution of disputes relating to Security Guards deployed. The ITT, Choudwar, shall in no way, be responsible for settlement of such issues whatsoever in case the grievances of the deployed Guards are not attended to by the Agency, the deployed Security Guards can place their grievance before a joint committee consisting of a representative of the ITT, Choudwar and an authorized representative of the Security Service Agency.
13. The ITT, Choudwar, shall not be responsible for any financial loss or any injury/death of any Guard deployed by the Security Agency in the course of performing the functions/duties, or for payment towards any compensation.
14. The Guards deployed by the Security Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the contract or after expiry of the contract.
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 in other capacity.
16. The Guard deployed shall not claim any benefit or compensation or absorption or regularization or deployment with this office under the provision or rules and acts. Undertaking in the form of an affidavit, from the Guard deployed to this effect shall be required to be submitted by the Security Agency.
17. The Security Agency must be registered with the concerned Govt. Authorities, i.e. labor commissioner provident fund authorities’ employees State Insurance Corporation etc. and a copy of registration should be submitted. The Security Agency shall complete with all the legal requirements for obtaining license under contract labor (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
18. The Security Agency shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Security Agency. The Security Agency shall be responsible for contribution towards provident fund and employees state insurance, wherever applicable and the proof of such deposit shall be submitted as and when required by the ITT, Choudwar. The Guards deployed by the Security Agency should have good police records and no criminal case should be pending against them.

19. The Security Agency shall be responsible for any act of indiscipline by the Security Guards deployed.

LEGAL

20. The Guards 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 Agency as well as the Guards deployed liable for penal action under the applicable laws besides, action for breach of contract.
21. The Security Agency shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in ITT, Choudwar. The ITT, Choudwar shall have no liability in this regard.
22. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to ITT, Choudwar to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Self-attested Xerox copies of such documents shall be furnished to ITT, Choudwar bi-monthly with the bill.
23. The Security Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to the ITT, Choudwar, or any other authority under law.
24. The Tax Deduction at source (TDS) 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 submitted to ITT, Choudwar by Service provider quarterly.
25. In case, the Security Agency fails to comply with any liability under appropriate law and as a result thereof, the ITT, Choudwar is put to any loss/obligation monetary or otherwise ITT, Choudwar, will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit the service provider, to the extent of the loss obligation in monetary terms.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The ITT, Choudwar, will have no liability towards nonpayment of remuneration to the Security Guards employed by the Security Agency and the outstanding statutory dues of the Security Agency to statutory authorities. If any loss is caused to the ITT, Choudwar, by the Security Guard deployed, the same shall recovered from the unpaid bills or adjusted from the performance security Deposit.

FINANCIAL

27. The financial bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 25,000/- which is refundable without interest in the form of demand draft drawn in favor of “ Principal, ITT, Choudwar” **failing which the tender shall be rejected out rightly**. The tenderer claiming exemption/ concession for EMD/ tender document fees has to submit copy of relevant document for availing such benefit.
28. The Earnest Money deposit in respect of the agencies which do not qualify the technical bid (first stage) financial bids (second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required nos of Security Guards against the initial requirement within 07 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
29. The successful tenderer will have to deposit a performance security deposit of **Rs. 1,50,000/-** in the form of Bank Guarantee from any nationalized bank in favour of the Principal, ITT, Choudwar 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 bidder.
30. 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 beside annulment of the Agreement.

PAYMENT TERM

31. The Security Service Agency shall raise the bill, along with signature of all Security Guards and the certification by concerned officer as a proof that the payments to all have been made by contractor in the presence of concerned officer. On monthly basis, the Agency should submit the bill (in duplicate) along with photocopies of (wages and attendance) registers for that month as prescribed under minimum wages act, and authenticated proofs for payment of (EPF, ESI) with ECR & service tax dues in respect of all Security Guard's latest by **7th** of the following month duly certified by the concerned officer, for payment as per terms & conditions. The Agency shall submit the bill by **10th** of the subsequent month.
32. As far as possible the payment will be released by the **25th** of the month.
33. The amount of penalty calculated **@ 100** per day on account of delay, if any, in providing suitable substitute for the period beyond three working days by the Security Service Agency shall be deducted from its monthly bills in the succeeding month.
34. The authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the problem encountered at a later stage.
35. In the event of any dispute arising in respect of the agreement of 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.
36. All disputes shall be under the jurisdiction of Cuttack.
37. The successful bidder will enter into an agreement with the ITT, Choudwar for supply of suitable Security Guards as per requirement of this office on the above terms and conditions.

MANDATORY DOCUMENTS TO BE PROVIDED

01. Technical Bid and Financial bids to be submitted separately.
02. Self attested copy of registration certificate of agency:
03. Self attested copy of PAN/GIR Card
04. Self attested copy IT return of 2017-2018 assessment year filed by agency:
05. Self attested copy of service Tax registration certificate:
06. Self attested copy of P.F. registration certificate with proof of payment up to 31.03.2017
07. Self attested copy of E.S.I. registration certificate with proof of payment up to 31.03.2017.
08. Self attested copy of GST registration certificate
09. Self attested copy of the Labour License, registration certificate under contract labour (Regulations and Abolition) Act, 1970.
10. Self attested copy of similar type of work Experience for Security Guards.
11. Certified documents in support of financial turn over for the financial year 2015-16 & 2016-17.
12. Self attested copy of valid clearance certificate from Home Dept., Govt. of Odisha.
13. Copy of the all pages in Tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Failures to submit any of the above documents will lead to rejection of the tender document.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF SECURITY GUARDS

01. List of Security Guards to be provided by the agency to ITT, Choudwar containing full details i.e. date of birth, marital status, address, education qualification etc.
02. Bio-data of all Guards indicating the permanent, temporary address, colour photograph and cell phone number.
03. Undertaking from the Security Guards concerned
04. Any other relevant document.

AGREEMENT

This Agreement is made on this day of _____

Between

The Principal ITT, Choudwar represented by

Sri /Smt _____ herein 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 _____ herein after called the "Security Service Agency" which expression shall, where the context so requires or admits, also include its successor or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ "are required in ITT, Choudwar, Office.

And whereas the "Security Service Agency" has offered its willingness to the same in conformity with provisions of the agreement.

And whereas "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Security Service Agency".

Now this agreement witness as below:-

01. That the annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement.

02. That in consideration of the payment to be made by the "Authority" to the "Security Service Agency" the "Security Service Agency" hereby agrees with the "Authority" to provide personnel to be engaged as " _____ " in the ITT, Choudwar in conformity with the provisions of the Terms and Conditions.

03. That the 'Authority' hereby further agrees to pay the 'Security Service Agency' the contract price at the time and in the manner prescribed in the terms and conditions.

Seal & Signature of Bidder

04. That in the event of any dispute that may arise it shall be settled as per the Terms and condition of the contract.

That this agreement is valid up to _____

IN WITNESS WHEREOF the parties have caused their respective common seals to be here into set their respective hands seals on the day and year first written above.

Signature of the contractor

Signed and delivered

Name/Address of the contractor

for and on behalf of ITT, Choudwar.

In the presence of witness:-

01. Signature:

01. Signature

Name:

Name:

Designation:

Designation:

Address:

Address:

Seal & Signature of Bidder

ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

01. 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, substandard quality of security guards deployed, breach of contract etc. or change in requirement.
02. The Agreement shall automatically expire on (date) unless extended further by the mutual consent of the Security Service Agency and the Authority.
03. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/ modification, for an further specific period mutually agreed upon by the Security Service Agency and Authority.
04. Security Service Agency shall not be allowed to transfer, assign, pledge of 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.
05. The Security Service Agency 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 de deemed to be a breach of terms of agreement making of liable for legal action besides termination of the Agreement.
06. The Authority reserves the right to terminate the agreement during initial period also after giving 30 days' notice to the Security Service Agency.
07. The Security Guards deployed shall be required to report for work at ITT, Choudwar in time and perform duty at least for 8 hours. In case the Guard 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.
08. The Security Service Agency shall nominate a coordinator who shall be responsible for immediate interaction with the ITT, Choudwar, so that optimal services of the Guards deployed could be availed without any disruption.
The profile of Guards to be deployed shall be submitted to ITT, Choudwar. The persons concerned will be interacted by the authorized persons of the Principal, ITT, Choudwar before deployed by the agency.
09. The entire financial liability in respect of service deployed in the ITT, Choudwar shall be that of the Security Service Agency and the ITT, Choudwar will in no way be liable. It will be the responsibility of the Security Service Agency to pay to the Guards deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the ITT, Choudwar.
10. For all intents and purposes, the Security Service Agency shall be "Employer" within the meaning of different rules and acts in respect of Security Guards so deployed. The Guards deployed by the Security Service Agency shall not have any claim whatsoever like employer and employee relationship against the ITT, Choudwar. There shall not be employer-employee relationship between ITT, Choudwar and the Security Guards deployed on outsourcing basis.

11. The Security Service Agency shall be solely responsible for the redresses of grievance or resolution of disputes relating to Guards deployed. The ITT, Choudwar shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed Guards can place their grievance before a joint committee consisting of a representative of ITT, Choudwar and an authorized representative of the Security Service Agency.
12. The ITT, Choudwar shall not be responsible for any financial loss or any injury/death of any person deployed by the Security Service Agency in course of their performing the function/duties, or for payment towards any compensation,
13. The Guards deployed by the Security Service Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the period of contract after expiry of the contract.
14. In case of termination of this contract on its expiry or otherwise, the Security Guards deployed by the Security Service Agency shall not be entitled to and shall have claim for any absorption in regular or in other capacity.
15. The Guards deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision rules and Acts. Undertaking in the form of affidavit, from the person deployed to this effect shall be required to be submitted by the Security Service Agency.
16. The Security Service Agency must be registered with the concerned Govt. Authorities, i.e. labour commissioner; provident fund Authority Employees State Insurance Corporation etc. and a copy of registration should be submitted. The Service Provider shall complete with all the entire legal requirement for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
17. The Security Service Agency shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to the his/her own personal reasons. The payment in respect of thee overlapping period of the substitute shall be the responsibility of the Security Service Agency. The Security Service Agency shall be responsible for contribution towards provident fund and Employees State Insurance, wherever applicable.
18. The Security Guards deployed by the Security Agency should have good police records and no criminal case should be pending against them.
19. The Guards deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the ITT, Choudwar. The Security Service Agency shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The Guards deployed shall during the course of their work to 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.
21. The Security Service Agency shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in

- respect of the Security Guards deployed by it in the ITT, Choudwar. The ITT, Choudwar, shall have no liability in this regard.
22. The Security Service Agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the ITT, Choudwar 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 ITT, Choudwar.
 23. The Security Service Agency shall maintain all statutory register under the law and shall produce the same, on demand, to the authority of ITT, Choudwar or any other authority under law.
 24. **The Tax Deduction (TDS) shall be done as per the provisions of Income Tax act/rules as amended from time to time by the Agency and submit self-attested documents to ITT Choudwar quarterly.**
 25. In case, the Security Service Agency fails to comply with any liability under appropriate law and as a result thereof, the ITT, Choudwar, is put to any loss/obligation monetary or otherwise, the ITT, Choudwar will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Security Service Agency, to the extent of the loss or Delegation in monetary terms.
 26. The agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed Security Guards and nonpayment of statutory dues. The ITT, Choudwar will have no liability towards nonpayment of remuneration to the Security Guards employed by the Security Service Agency and the outstanding statutory dues of the Security Service Agency to statutory authorities. If any loss or damage is caused to the ITT, Choudwar by the Guards deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit. Further in case of any loss due to theft occurred while the security guards are on duty, then the amount of loss due to theft shall be recovered from the Agency from the unpaid bills or adjusted from the performance security Deposit.
 27. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Security Service Agency shall be liable to be forfeited beside annulment of the Agreement.
 28. The Security Service Agency shall raise the bill, along with signature of all Security Guards and certificate by concerned officer as a proof that payments to all have been made by contractor in the presence of concerned Officer. On monthly basis, the contractor should submit the bill (in triplicate) along with photocopies of (Wages and attendance) register for that month as prescribed under minimum wages Act, and authenticated proofs for payment of (EPF,ESI) with ECR & Service Tax in respect to all Security Guard's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10th of the month.
 29. As far as possible the payment will be released by the 25th of the Succeeding month.
 30. The amount of penalty calculated @ 100 per day on account of delay, in providing a suitable substitute for the period beyond three working days by the Security Service Agency shall be deducted from its monthly bills in the succeeding month.

31. The Authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the provision encountered at a later stage.
32. In the event of any dispute arising in respect of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling office for his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of Cuttack only.

Annexure-A

OFFICE OF THE PRINCIPAL, ITT, CHOUDWAR.-754025

Tender for Deployment of Security Personnel.

Tender No.....Date.....

Name & Address of the Tenderer

.....

Cell Phone No.....

Monthly Rate

Sl . N o.	Specification	Rate of wages(Basic) In Rs. per Month per Person	EPF	ESI	Agency Commi- ssion	Others	Total (3+4+5+6+7)
1	2	3	4	5	6	7	8
1	Security Guard						

The rate shall exclude service tax which will be paid extra by ITT, Choudwar on reimbursement basis.

The rate quoted shall be commensurate with the provisions of the minimum wages Act in Force.

Place Name of the Tenderer.....

Date Name of the Signatory

Signature with Seal.....

Annexure-B

OFFICE OF THE PRINCIPAL, ITT, CHOUDWAR-754025

Tender for Deployment of Security Personnel.

Tender NoDate.....

UNDERTAKING

This is to certify that our firm/agency/company has never been blacklisted by any of the Government organization/PSU or any other organization and no criminal case is pending against us.

Place Name of the Tenderer/Agency.....

Date Name of the Signatory

Signature with Seal.....