Sir

Sub: - Inviting tender for outsourcing security services of the ERLC, Bhubaneswar – reg.

This Centre invites tender for outsourcing its security services to an eligible security agency. The detail terms and conditions for the same along with related forms are attached with this letter. The last date for submission of the tender is **10th January, 2017**. Kindly submit the tender on behalf of your firm within the stipulated date for further necessary action on the matter.

Yours faithfully,

Principal i/c
ERLC, Bhubaneswar
1. The Principal, Eastern Regional Language Centre, Laxmisagar, Bhubaneswar (ERLC) invites tenders from reputed agencies, registered for providing security service, having at least five years experience in the field, for providing security services on contract basis to ERLC and its campus situated at Bhubaneswar.

2. The Tender must be submitted in the prescribed form attached with this notice latest by 10.01.2017 (5 pm).

3. Tender incorporating any additional conditions by the Agency will not be entertained.

4. The Principal, Eastern Regional Language Centre, Ministry of Human Resource Development, Govt. of India Laxmisagar, Bhubaneswar, reserves all right to reject or accept any or all of the tenders and to modify any of the terms & conditions of the contract.

5. The term “Employer” or “ERLC” wherever mentioned in the tender shall mean the Eastern Regional Language Centre Laxmisagar, Bhubaneswar. The term “Agency” or “Party” wherever mentioned in this tender shall mean the Agency selected for award of the contract. The term contract means the formal agreement between the “Employer” to the “Agency”.

6. The manpower deployed by the Agency shall be the employees of the Agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between Eastern Regional Language Centre Laxmisagar, Bhubaneswar and said Personnel Implicitly or explicitly.

7. The manpower so deployed by the Agency shall remain under the control and supervision of the Agency and the Agency shall be liable for payment of their wages, EPF, ESI, Bonus etc. and all other dues payable under various labour regulations and other statutory provisions. The Agency shall present the documents to this effect as and when required or asked for by the Eastern Regional language Centre Laxmisagar, Bhubaneswar. The Agency shall be responsible for fulfilling all the obligations under various laws and Acts, namely Minimum Wages Act, EPF Act, ESI Act, Bouns Act. Etc. and also under other statutory requirements of Govt. of Odisha/Govt. of India. The Agency shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

8. The qualification and other requirements of the security guards are as follows

   (a) Essential qualification: 12th class pass
   (b) The age shall not be less than 21 years & not more than 45 years.
   (c) In case the Agency is required to deploy Ex-servicemen, relevant records like their discharge certificate, etc., should be produced when the contract is awarded.
   (d) The security guards so deployed by the agency should have the knowledge of Languages of Odia, Hindi & English in reading, writing and speaking.
   (e) That the Agency shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the personal engaged by it for deployment at ERLC, Bhubaneswar.

9. No regular/retired employees of ERLC, Bhubaneswar shall be employed by the Agency either part-time or full time.

10. In case any of the persons so deployed by the Agency does not come up to the Mark in terms of general discipline or does not perform his duty properly or indulges in any unlawful
activity, disorderly conduct, the Agency, on the orders of the Principal, ERLC, Bhubaneswar shall immediately withdraw such persons(s) from the premises of ERLC, Bhubaneswar.

11. On the award of the contract, the successful Agency will be required to deposit an amount equivalent to one twelfth of the annual Tender value in the form of NSC as Security Deposit against loss/damage to the property of ERLC, Bhubaneswar. The security deposit will be refundable after expiry of the contract period and any loss/damage caused to ERLC property during the currency of agreement would be recovered from the amount of security deposit.

12. The “Agency” which has been awarded the contract shall be required to undertake the following before actual commencement of the work.

a) Submit a consent letter or undertaking the contract with respect the conditions stated above, after receipt of work order.

b) The Agency is required to deposit in the form of NSC for an amount equivalent to one twelfth of the annual tender value as security deposit.

c) Sign an agreement with the ERLC in bond worth RS.100/- (The amount to be Borne by the Agency), the details of which are enclose and should be certified by the notary.

d) Submit the list of persons to be deployed as Security Services at ERLC with all documents supporting their qualification and submit police verification of those personnel and also submit the original certificates for verification as per clause (3) above the original certificates will be returned after verification.

e) The Agency shall submit the list of persons engaged for the security work to the Principal, ERLC, Bhubaneswar and should obtain passes for their entry in the campus and building duly signed by the Principal, ERLC after the award of the contract.

13. In the case of unsatisfactory services, the Principal, ERLC, Bhubaneswar reserves the right to terminate the contract immediately.

14. In case any lapse in the work is noticed, it will result in a penal deduction from the bills/security deposit of the Agency. The penalty shall be decided by the Principal ERLC, Bhubaneswar.

15. The Principal ERLC, Bhubaneswar also reserves the right to levy penalty for breach of any of the conditions of the contract by the Agency, including forfeiture of the security deposit, deduction from the monthly bills of the agency and cancellation of the Contract. Decision of the Director Principal ERLC, Bhubaneswar will be final and binding on the Agency.

16. Any damage to the ERLC property caused by the carelessness of the workers must be brought to the notice of the In-charge officer or to the Principal, ERLC by the Agency and such loss shall be borne by the Agency.

17. The “Agency” shall maintain an attendance Register for the security personnel deployed in the ERLC such registers must be made available to the representative of ERLC daily for checking. The Agency will ensure their co-operation to the officer in charge or any representative of the ERLC in their routine check of security arrangements.

18. During the period of this contract the “Agency” shall provide uninterrupted and round the clock service to ERLC and its Campus, perform their duties diligently honestly and to the entire satisfaction of the “Employer”.
19. All claims, which may arise due to the negligence of the persons deployed at ERLC (includes all types of charges/incidental charges/legal charges etc.) shall be borne by the Agency.

20. At the end of every month, the Agency shall submit to ERLC pre-receipted stamped bills in three copies along with a copy of the attendance register for the month, duly certified by the authorized representative of the “Employer” with a certificate (in prescribed format) duly signed by the Agency to the effect that he/she has paid the wages to the personnel deployed at ERLC, Bhubaneswar for the previous month based on the monthly rate as given in the tender. The payment of the bill will normally be made within one week after the receipt of the bill. In the event of Agency failing to provide Security personnel in requisite number or provides deficient services on any day proportionate deduction from the monthly bills shall be made by the Employee.

21. Income Tax and surcharge (i.e., TDS) as per rules shall be deducted from the bills at source.

22. The personnel deployed by the Agency should be in proper uniform. Accessories, like, for the security of the ERLC shall be provided by the Agency (Torch with batteries, sticks etc.).

23. Initially, the contract will be for a period of one year only from the date of award of contract, renewable for further period of one more year on the same terms and conditions if acceptable to both the parties.

24. The contract can be terminated by the “Employer” at any time without any prior notice in the event of gross security risk or gross damage to the “Employer’s” property due to the Agency’s failure or persistent failure in providing good service to the “Employer”, or because of any lapse on the part of the security personnel. The decision of the “Employer” in this regard shall be final and binding on the “Agency”.

25. Either party can terminate this contract without assigning any reason by providing two months notice in writing to the other.

26. The Agency shall submit all the documents as per the details along with the tender. Any modification in the Tender Form by the agency or tender not having the requisite documents with it will not be accepted.

27. An Earnest Money of Rs.2000/- (Rupees two thousand only) should be paid along with the Tender in the form of Demand Draft/Bankers Cheque drawn in favour of the “Principal ERLC, Bhubaneswar”. The tenders submitted without Earnest Money will not be entertained.

Principal i/c
Eastern Regional Language Centre,
Laxmisagar, Bhubaneswar 751006.
EASTERN REGIONAL LANGUAGE CENTRE, BHUBANESWAR  
TENDER FORM –‘A’

Name and Address of the Agency ………………………………………………………………. 
…………………………………………………………………………………………………………………………… 
…………………………………………………………………………………………………………………………… 
…………………………………………………………………………………………………………………………… 
Phone (O)…………………(R)…………………….(Fax)………………….Email:………… 

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<tr>
<th>Category of personnel</th>
<th>Monthly Basic Wages for one person Rs.</th>
<th>PF @ %</th>
<th>ESI @ %</th>
<th>Bonus @ %</th>
<th>Service Tax @ %</th>
<th>Service Charge/Commission @ % of column 2 only</th>
<th>Total Amount payable to Agency (2+3+4+5+6+8)</th>
<th>Date of Registration of Agency</th>
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<td>Ex-Servicemen</td>
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<td>Other than Ex-Servicemen</td>
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Note: The amount must be indicated in words and figures clearly FOR ONE PERSON without any over writing or cutting. Any such thing will automatically disqualify the Tender Form consideration. All columns are to be filled in. Supporting document for basic wages quoted above should be enclosed (such as Labour commissioner’s order/ Collector’s order for minimum wages).

ENCLOSURES ATTACHED:

S. Registration Certificates  
No  
1. Deptt. Of Labour, Govt. of Odisha under shop Establishment Act  
Name ……………………………………………………………..  
2. Commissioner, Employees Provident Fund  
………………………………………………………………………………..  
3. ESI Corporation  
Address …………………………………………………………………………………..  
4. Copy of License obtained from Regional Commissioner (if applicable)  
…………………………………………………………………………………………………………………………..  
5. Income Tax Clearance  
…………………………………………………………………………………………………………………………..  
6. List of Clientage  
…………………………………………………………………………………………………………………………..  

(Signature of the authorized Representative of the Agency with seal)
DOCUMENTS TO BE SUBMITTED

The Agency submitting Tender for Security in ERLC, Bhubaneswar must enclose the following documents (Photocopies) along with completely filled-in and signed Tender form (Form’A’) issued along with the terms and conditions:

1. The Agency must have registration with following Gov. authorities as on the date of Application and furnish proof thereof by enclosing the photocopies of the following documents. The originals will be verified before awarding the contract & returned.

   a) Govt. of Odisha, Deptt. of Labour under Shop Establishment Act
   b) Provident Fund Commissioner
   c) ESI Corporation
   d) Copy of License obtained from Regional Commissioner in the matter of contract Labour (Regulation and Abolition) Act 1070 (37 of 1970) (As application)
   e) Registration regarding service Tex.

2. Copy of PAN Card.
3. The Agency should submit the latest Income Tax Return for last two Years.
5. Brief profile of the Agency and its nature (private, Private Ltd. etc.), its capacity to undertake the work effectively and efficiently on Agency basis with all details of address, telephone number, fax of local office and head office etc.
6. Past experience of the contractor/ Agency/Firm indicating the number of existing and earlier clients to prove such services have been rendered satisfactorily. Full details with copies of the contract and a letter of satisfaction from such clients etc. should also be enclosed.
7. Clientele List.

Principal i/c
ERLC Bhubaneswar