



DEPARTMENT OF SPORTS & YOUTH SERVICES

Government of Odisha

Bhubaneswar

Notice Inviting Tender for Rendering of Security Services (through e-tendering)

NIT No: SYS-OE-OE-0016-2021/5316 dated 22nd June 2021

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Government of Odisha
Sports & Youth Services Department
C-1, Nayapalli, Bhubaneswar-751012

Tender for Security Services

Dated 22-June-2021

NIT No.: SYS-OE-OE-0016-2021/5316 dated 22nd June 2021

1	Name of work	Rendering of Security Services (through e-tendering)
2	Availability of tender documents on e-tendering portal of Govt. of Odisha (https://tendersodisha.gov.in) and on the website of Sports & Youth Services Department, Government of Odisha (https://department.sportsodisha.gov.in)	Date: 23-June-2021; Time: 10:00 am
3	Last date for sending queries to DSYS	Date: 29-June-2021; Time:11:00 am; Queries may be sent by email to tender.sportsdepartment@gmail.com
4	Pre-bid meeting	Date: 30-June-2021; Time: 11:00 am; (to be held via videoconferencing)
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 1-July-2021
6	Bid Due Date	Date: 15-July-2021; Time: 4:00 pm
7	Opening of Techno-Commercial Bid	Date: 15-July-2021; Time: 5:00 pm
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders
9	Tender Document Cost (non-refundable) including GST	Amount: INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable in DD/ Banker's Cheque only in favour of Sports & Youth Services Department, payable at Bhubaneswar.
10	Earnest Money Deposit (EMD)	BID SECURITY DECLARATION in prescribed format. (Annexure 9) duly filled in properly by

		the bidder to be submitted along with bid document.
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All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (<https://tendersodisha.gov.in>) and on the website of Sports & Youth Services Department (<https://department.sportsodisha.gov.in>). Sports & Youth Services Department reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-

Deputy Secretary to Government

1. Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 22-June-2021
2	Availability of tender documents on e-tendering portal of Govt. of Odisha (https://tendersodisha.gov.in) and on the website of Sports & Youth Services Department, Government of Odisha (https://department.sportsodisha.gov.in)	Date: 23-June-2021; Time: 10:00 am
3	Last date for sending queries to DSYS	Date: 29-June-2021; Time: 11:00 am; Queries may be sent by email to tender.sportsdepartment@gmail.com
4	Pre-bid meeting	Date: 30-June-2021; Time: 11:00 AM; (to be held via videoconferencing)
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 1-July-2021
6	Bid Due Date	Date: 15-July-2021; Time: 4:00 pm
7	Opening of Techno-Commercial Bid	Date: 15-July-2021; Time: 5:00 pm
8	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Rendering of Security Services
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	Tender Document Cost (non-refundable) including GST	INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable in DD/ Banker's Cheque only in favour of Sports & Youth Services Department, payable at Bhubaneswar DD should reach DSYS on or before the Bid Due Date by registered post/ registered courier.
5	Earnest Money Deposit (EMD)	BID SECURITY DECLARATION in prescribed format. (Annexure 9) duly filled in properly by the bidder to be submitted along with bid document
6	Amount of Performance Security	3% of the Annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
7	Nodal Officer	Name: Sri Bijayananda Nayak, Deputy Secretary, Sports & Youth Services Department
8	e-Mail address for submitting Pre-Bid queries	tender.sportsdepartment@gmail.com
9	Address of the Office where tender will be opened	Sports & Youth Services Department Government of Odisha C-1, Nayapalli, Bhubaneswar-751012
10	NIT No.	NIT No: SYS-OE-OE-0016-2021/5316 dated 22 nd June 2021

3. Disclaimer

- 3.1 This Notice Inviting Tender (“NIT”) is neither an agreement nor an offer by Department of Sports & Youth Services (DSYS) to the prospective Bidders or any third party. The purpose of this NIT is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this NIT.
- 3.2 This NIT includes statements, which reflect various assumptions and assessments arrived at by DSYS. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for DSYS to consider the particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in the NIT may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.
- 3.3 Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DSYS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 DSYS, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this NIT, or any matter deemed to form part of this NIT, or arising in any way in relation to this Bidding Process.
- 3.5 Neither DSYS nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this NIT. DSYS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.

- 3.6 The Bidder should confirm that the NIT downloaded by them is complete in all respects including all Annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify DSYS immediately at the following address:
- Government of Odisha
Sports & Youth Services Department
C-1, Nayapalli, Bhubaneswar-751012
e-Mail: tender.sportsdepartment@gmail.com
- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This NIT and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This NIT shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this NIT). In the event after the issue of the NIT, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this NIT and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 DSYS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this NIT at any time during the Bidding Process. All such changes shall be uploaded on the website of DSYS. It is the duty of Bidders to visit the website of DSYS regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for

rejection by DSYS. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of DSYS with respect to this NIT.

- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this NIT and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this NIT shall be made exclusively by DSYS. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this NIT and shall render the Bid liable for rejection. DSYS decision in this regard shall be final and binding on the Bidder.
- 3.13 By responding to the NIT, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the NIT. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.

4. Abbreviations

BG	Bank Guarantee
BMI	Body Mass Index
BoQ	Bill of Quantity
DSYS	Sports & Youth Services Department, Govt. of Odisha
ECR	Electronic Challan cum Return
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
TDS	Tax Deducted at Source
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority
VDA	Variable Dearness Allowance

5. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either DSYS or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.2 under “Instruction to Bidders”;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this NIT, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by DSYS and the Price Bid, submitted strictly in the formats provided by DSYS. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by DSYS;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with DSYS;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the NIT itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in Sl. No. 6 of the Schedule for the Tender. No bids shall be accepted after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount to be submitted by a Bidder to DSYS for participating in the Bidding Process, in terms of Clause 8.4;
- 5.9 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.10 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;

- 5.11 “Letter of Award (LOA)” means the written official intimation by DSYS notifying the Preferred Bidder/ Service Provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 5.12 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.13 “Notice Inviting Tender” or “NIT” or “NIT Document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by DSYS vide NIT No. **SYS-OE-OE-0016-2021/5316** dated 22nd June 2021 for Rendering of Security Services and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This NIT document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the NIT Document issued by DSYS subsequent to the issue of the NIT Document will also be considered an integral part of the NIT Document. Any reference to the NIT Document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.14 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Sl. No. 4 of the Schedule for the Tender hereof between DSYS and the bidders for clearing doubts if any;
- 5.15 “Preferred Bidder” shall have the meaning given to it in Clause 8.29;
- 5.16 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.17;
- 5.17 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 “Sports & Youth Services Department” or “DSYS” means Sports & Youth Services Department under Government of Odisha having its registered office at, C-1, Nayapalli, Bhubaneswar, Odisha - 751012, including its successor and assignees or its representatives;
- 5.19 “Successful Bidder” shall have the meaning given to it in Clause 8.31;
- 5.20 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.21 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of DSYS as per terms and condition of the NIT and is qualified for opening of its Price Bid;
- 5.22 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.16;

5.23 “Tender Document Cost” shall have the meaning as set forth in Clause 8.3;

5.24 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the NIT. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

6. Scope of Services

6.1 The selected service provider shall provide the following services to DSYS as per the below mentioned timeframe:

Sl. No.	Name/ type of services	Contract period	Location for providing the services
1	Rendering of Security Services	5 years on year-to-year basis subject to assessment of the performance of the Service Provider Extendable up to another 5 years on same terms as mentioned above	Various locations throughout the State of Odisha

6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. as are given in Special Conditions of Contract as enclosed in Annexure 2.

6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 and “Special Conditions of Contract” as enclosed in the tender at Annexure 2 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.

7. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	Technical Criteria	
7.1.1	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years, which shall be either of the following:</p> <p>i) Three similar completed Services of annual value not less than INR 5 crore each</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed Services of annual value not less than INR 6.5 crore each</p> <p style="text-align: center;">OR</p> <p>iii) Single similar completed Service of annual value not less than INR 10 crore</p> <p>Note:</p> <p>a. "Similar completed Services" shall mean the Bidder should have successfully executed the work of providing Security Services</p> <p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21)</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</p> <p>b) Completion certificate from their clients/employers, regarding successful completion of the services.</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/ employers</p>
7.1.2	The Bidder shall have at least 10 (Ten) years of experience in providing security	Self-attested copies of

#	Criteria	Required Documents
	services in State or Central Government organizations/ PSUs / Private Listed Companies	<p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</p> <p>b) Completion Certificate from their clients/ employers, regarding successful completion of the services.</p> <p>(In case of any on-going contract, if the bidder needs to quote such contract for claiming experience, the completion certificate shall clearly, and in no uncertain terms, mention the scope of work delivered, and the value of the work executed till that point in time)</p>
7.1.3	The Bidder should have its own Training Center for Security Guards in India or should have an arrangement with a Certified Training Center for undertaking such training of Security Guards in India.	a) Copy of relevant certification / agreement to be attached
7.1.4	The Bidder shall have a minimum of 40,000 Security guards/Security Supervisors (as on date of tender) on its payroll & multiple offices across India	<ul style="list-style-type: none"> ▪ Copy of latest Electronic Challan Cum Return of EPF to be enclosed ▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of Security guards/ Security Supervisors on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document.

#	Criteria	Required Documents
		However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. DSYS may carry out verification of the same if required.
7.2	<p><u>Financial Criteria</u></p> <p>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 700 crore.</p> <p>ii) Net worth of the Bidder in each of the last 3 (three) financial years should be positive as per audited balance sheet.</p> <p>iii) The Bidder should submit a solvency certificate in original issued by any Nationalised/ Scheduled Commercial Bank for an amount at least INR 7 Crore. The certificate should not be dated earlier than three months from the Bid Due Date.</p> <p><u>Note:</u></p> <p>Applicable 3 (three) years – FY 2018-19, FY 2019-20 and FY 2020-21.</p>	<p>a) Copies of audited financial statements</p> <p>b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor</p> <p>c) Solvency certificate in original as set out in Clause 7.2 (iii) hereof, issued by any Nationalised / Scheduled Commercial Bank.</p>
7.3	<u>Other Criteria</u>	
7.3.1	The Bidder should be a Company as defined in Section 2 (20) of the Companies Act, 2013(Private or Public)	<p>Copies of</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association

#	Criteria	Required Documents
7.3.2	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate
7.3.3.	The Bidder should not have been banned/blacklisted by DSYS or any government agency or any PSU as on the date of submission of Bid	Declaration to this effect, as per the format given in Annexure 5
7.3.4	Tender Document Cost, EMD and Power of Attorney	<ul style="list-style-type: none"> a) Proof of payment of Tender Document Cost; Please refer to Clause 8.3 for further details b) BID SECURITY DECLARATION in prescribed format (Annexure 9) duly filled in properly by the bidder to be submitted along with bid document; Please refer to Clause 8.4 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder. Please refer to Clause 8.2 for further details
7.3.5	The Bidder should have an office in Odisha as on the date of submission of Bid	<ul style="list-style-type: none"> ▪ Relevant GST registration document
7.3.6	The Bidder ought to have been covered by the relevant labour legislations, such as EPF, ESI and Contract Labour (R&A) Act.	<ul style="list-style-type: none"> ▪ Copy of valid EPF & ESI registration certificate and valid Labour License
7.3.7	The Bidder ought to have been registered under Odisha Private Security Agencies Rule, 2009	<ul style="list-style-type: none"> ▪ Copy of valid license issued by Home Dept. Govt. of Odisha
7.3.8	i) The Bidder whose Contract/Agreement with DSYS had been terminated /failed to	

#	Criteria	Required Documents
	<p>perform will not be eligible to participate in the bidding. Decision of DSYS in this regard is final & binding on all such entities.</p> <p>ii) Bidders who have provided similar services to DSYS previously must submit No Dues Certificate as part of Bid document.</p>	

Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the NIT, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the NIT). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is not allowed.

8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (<https://tendersodisha.gov.in>). This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder. The tender documents shall be available on the state e-procurement portal (<https://tendersodisha.gov.in>) and on the website of DSYS (Sports and Youth Services Department (<https://department.sportsodisha.gov.in>)). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Document Cost shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority. E-tendering process is mentioned in Clause 10.
- 8.2 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this NIT. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.3 Tender Document Cost: The Bidder shall pay to DSYS a non-refundable amount ("Tender Document Cost"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Document Cost is also indicated in the Data Sheet
- 8.4 Earnest Money Deposit (EMD): There is no provision of Earnest Money Deposit (EMD)/Bid Security as per office memorandum no. 8943 dated 18.03.2021 of Finance Department, Govt. Of Odisha In lieu of which, the bidder is required to submit BID SECURITY DECLARATION in prescribed format (Annexure 9) duly filled in properly along with the bid document failing which the tender is liable for rejection. Also, if the bidders withdraw or modify their bids during the period of validity, they will be suspended for the time specified in the tender document (Ref: Above memorandum no. 8943 Dt. 18.03.21). Any bidder that does not submit the Bid Security Declaration shall be rejected by DSYS as non-responsive.
- 8.5 Return of EMD: Not applicable in view of the above.

8.6 Forfeiture of EMD: DSYS shall suspend/ prohibit/ debar/ blacklist a Bidder from participating in bidding in any contract of the State for a minimum period of 180 days, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Preferred Bidder fails to acknowledge and return to DSYS a signed copy of the LOA or Agreement within the timeframe allowed by DSYS;
- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by DSYS;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period;
- v) If the Bidder has otherwise committed any breach of the terms of this NIT;
- vi) in case the Preferred Bidder, does not comply with the requirements of the Price Bid;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

8.7 In case of cancellation of the tender before bid opening date and time, the Bid Security Declaration shall stand cancelled.

8.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by DSYS. Under exceptional circumstances, DSYS may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of DSYS to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.9 Issue of clarifications: Bidders may also send their queries by email to DSYS; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by DSYS. The responses to the queries received shall be published by DSYS on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

8.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, DSYS may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, DSYS may at its own discretion also extend the Bid Due Date.

8.11 Extension of Bid Due Date: DSYS may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this NIT.

8.12 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

- i) made a complete and careful examination of the tender documents, including the proforma agreement;
- ii) received all relevant information requested from DSYS;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of DSYS relating to any of the matters related to this tender or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with DSYS) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DSYS;
- vi) agreed to be bound by the undertakings provided by it under and in terms; and

DSYS shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by DSYS.

- 8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the NIT, DSYS reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further DSYS reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for DSYS action. Decision of DSYS shall be final and binding in this regard. DSYS reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.16 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- i) Documents Supporting Eligibility Criteria (Refer Clause 7)
 - ii) Techno-Commercial Bid checklist as per Annexure 6
 - iii) Mandate Form for Bank payment through e-mode as per Annexure 7
 - iv) Bid Security Declaration as per Annexure 9
 - v) Documents towards fulfillment of Technical Scoring criteria as per Clause 8.27

- 8.17 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha and shall be in percentage (%) basis both in word & figure. The Bidder shall quote the rate as per the Price Bid format in Annexure 4 and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.
- 8.18 Material deviation: Material deviations in the bids received shall include, inter alia, the following:
- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
 - ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.16
 - iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
 - iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
 - v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
 - vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
 - vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.
- 8.19 DSYS may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. DSYS may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.24), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of DSYS by the date specified therein may result in the rejection of its Bid. DSYS, however, is not bound to waive such non-conformity under this Clause 8.19.

- 8.20 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DSYS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DSYS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 8.21 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 8.22 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.18), objections, conditionality or reservations.
- 8.23 A Techno-Commercial Bid which is not substantially responsive, may be rejected by DSYS, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.18 of the Material deviation.
- 8.24 If required, DSYS may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading/ submitting the requisite shortfall documents. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with DSYS or submission of any additional documents, not specifically asked for by DSYS will be allowed and even if submitted, they may not be considered by DSYS.
- 8.25 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Clause 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.16 of Techno-Commercial Bid.

8.26 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.27 and a Technical Score, Ts shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive a score of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

8.27 The Technical Scoring Criteria is specified below:

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1	Experience of the firm	25		
1A	Contracts in providing security services of annual value not less than INR 5 crore each	10	<ul style="list-style-type: none"> ▪ 2 marks for each Contract in Public Sector Company / Public Sector Bank / Central or State Government Undertaking/ Private Listed companies. ▪ Max 5 contracts shall be considered 	<ul style="list-style-type: none"> ▪ Relevant contract and completion certificate issued by the client
1B	Experience in the area of providing security services	15	<ul style="list-style-type: none"> ▪ Greater than or equal to 10 years and less than 11 years = 10 marks ▪ Greater than or equal to 11 years and less than 12 years = 11 marks ▪ Greater than or equal to 12 years and less than 13 years = 12 marks ▪ Greater than or equal to 13 years and less than 14 years = 13 marks ▪ Greater than or equal to 14 years and less than 15 years = 14 marks 	<ul style="list-style-type: none"> ▪ Relevant contract and completion certificate issued by the client

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
			<ul style="list-style-type: none"> ▪ Greater than or equal to 15 years = 15 marks 	
2	Others	35		
2A	<p>Average financial turnover of the Bidder during the last 3 (three) financial years</p> <p>Applicable 3 (three) years shall be preceding three financial years excluding the financial year of floating of the Tender (i.e., FY 2018-19, FY 2019-20 and FY 2020-21)</p>	15	<ul style="list-style-type: none"> ▪ Greater than or equal to INR 700 Crores and less than INR 850 Crores = 10 marks ▪ Greater than or equal to INR 850 Crores and less than INR 1,000 Crores = 12.5 marks ▪ Greater than or equal to INR 1,000 Crores = 15 marks 	<ul style="list-style-type: none"> ▪ Copies of audited financial statements ▪ In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.
2B	Number of Security Guards/ Security Supervisors in Bidder's payroll all over India as on the date of tender	5	<ul style="list-style-type: none"> ▪ Greater than or equal to 40,000 and less than 45,000 = 3 marks ▪ Greater than or equal to 45,000 and less than 50,000 = 4 marks ▪ Greater than or equal to 50,000 = 5 marks 	<ul style="list-style-type: none"> ▪ Copy of latest EPF challan and ECR document to be enclosed ▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of Security guards/ Security Supervisors on the Bidders payroll (as on date of tender)

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
				shall also be considered as valid supporting document. However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. DSYS may carry out verification of the same if required.
2C	Valid and effective Quality Assurances Certificate	5	<ul style="list-style-type: none"> ▪ ISO 18001 or ISO 45001 = 3 Marks ▪ ISO 9001 = 1 Mark ▪ SA 8000 = 1 Mark 	<ul style="list-style-type: none"> ▪ Copy of the corresponding certificates to be attached
2D	Number of Ex-servicemen from the defense forces/para-military in Bidder's payroll all over India as on the date of issue of tender	5	<ul style="list-style-type: none"> ▪ Greater than or equal to 150 and less than 300 = 1 marks ▪ Greater than or equal to 300 and less than 450 = 2 marks ▪ Greater than or equal to 450 and less than 600 = 3 marks ▪ Greater than or equal to 600 and less than 750 = 4 marks ▪ Greater than or equal to 750 = 5 marks 	<ul style="list-style-type: none"> ▪ Copy of latest EPF challan and ECR document to be enclosed <p>(Bidders may be asked to submit the requisite documents (Pension Payment Order - PPO) of 50-100 ex-servicemen for random verification)</p>

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
2E	The Bidder should have experience in manning fully operational control rooms at various locations	5	<ul style="list-style-type: none"> ▪ Greater than or equal to 10 control rooms and less than 20 control rooms = 3 marks ▪ Greater than or equal to 20 control rooms = 5 marks 	<ul style="list-style-type: none"> ▪ Documentary evidence in favour of such operations must be furnished
3	Approach and methodology (A&M)	40		
			<p>Only those Bidders who fulfill the requirements of the eligibility criteria (as given in Clause 7) would be asked to give a presentation on their approach & methodology. The venue of the presentation shall be DSYS office at Bhubaneswar. The Bidders may also be asked to give the presentation on virtual platforms.</p> <p>The objective of the presentation is to assess the approach and methodology of the bidder in providing professional security services and the internal mechanisms to ensure the same especially related to use of technology in monitoring. The presentation to be made by senior management of the company.</p> <p>The presentation may contain the following details:</p> <p>1) Company profile</p>	

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
			2) Major Security contracts undertaken - having annual contract value greater than INR 20 crore. Profile of the major clients to which the security services are provided. 3) Security services provided for any sensitive establishments and events. 4) Security services provided for sports facilities, student campuses etc. 5) Security services provided for any major events including the Sports related events. 6) Details of training infrastructure and facilities 7) Use of technology in ongoing contracts to enhance security services 8) Awards and certifications Etc.	
	Technical Score, T_s	100		

- 8.28 Opening and Evaluation of Price Bids: The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.17.
- 8.29 Preferred Bidder: The Bidder who submits the lowest Price Bid shall be the Preferred Bidder. The Preferred Bidder shall be issued the LOA. DSYS reserves the right to negotiate the price with the Preferred Bidder before issue of the LOA. The Preferred Bidder shall have to acknowledge and accept the LOA by returning a signed copy of the LOA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LOA may be cancelled and EMD of the Preferred Bidder shall be forfeited by DSYS. In such a case, DSYS reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LOA to such Bidder and proceed with such Bidder in terms of this Clause 8.29.
- 8.30 Tie-Bidders: In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids, the Bidder having higher technical score shall be considered as the Preferred Bidder.
- 8.31 Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LOA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be forfeited and appropriated by DSYS. In such a case, DSYS reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LOA to such Bidder and proceed with such Bidder in terms of Clause 8.31. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, DSYS shall issue Service Order(s) to the Successful Bidder. Additionally, the Preferred Bidder shall have to follow the stipulations laid down in the Odisha Private Security Agencies Rules, 2009 before signing the Agreement.
- 8.32 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at Bhubaneswar Office, DSYS upon issue of LOA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha.

Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

- 8.33 The Performance Security shall remain valid for 15 (fifteen) months for each contractual year from the start of each year. Upon receiving the letter of acceptance from DSYS to commence work for the next contractual year's operation, the performance security shall be recalculated for the concerned Contractual year as per the formula:

Amount = 3% of Annual Contract Value of the relevant Contractual Year

- 8.34 The service provider shall then provide the Performance Security of the revised amount within 15 (fifteen) days of the start of the relevant Contractual Year. Upon submission of the Performance Security of the revised amount and acceptance of the same by DSYS, the previous Performance Security shall be returned.
- 8.35 The Performance Security for the final contractual year shall be released only after release of Security Deposit of the final contractual year. It shall be released from Bhubaneswar Office, DSYS after recommendation from the concerned Officer-in-charge of DSYS.

9. Additional Instructions to Bidders

- 9.1 Pre-bid meeting: A pre-bid meeting shall be organized by DSYS; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform DSYS by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. DSYS shall then send the invite for the pre-bid meeting to the email-ids that DSYS would be receiving.
- 9.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two email ids of the officials/ representatives may be provided by each Bidder. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

10. E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (<https://tendersodisha.gov.in>). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted on line on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bidis to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Document Cost
- 10.5.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Odisha (<https://tendersodisha.gov.in>) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 10.5.2 Uploading of the Techno-Commercial Bid and the Price Bid: The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.

- 10.5.3 Payment of Tender Document Cost: The Bidder shall pay to DSYS a non-refundable amount (“Tender Document Cost”), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Document Cost is also indicated in the Data Sheet.
- 10.5.4 Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 10.5.5 System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 10.6 Technical Parameter Sheet: The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format (or any other format) and will be uploaded by DSYS during tender creation. This will be downloaded by the Bidder and all the required information on this file shall be furnished by the Bidder during bid submission. Thereafter, the Bidder will upload the same file during bid submission in the General Technical Evaluation (GTE). In case the Technical Parameter Sheet is incomplete and not submitted as per the instructions given, the bid shall be summarily rejected by DSYS without any further reference to the Bidder.

- 10.7 Price Bid: The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by DSYS during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by DSYS without any further reference to the Bidder.
- 10.8 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.9 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of DSYS with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of DSYS.
- 10.10 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.22. If required, DSYS may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Document Cost. No modification of the bid or any form of communication with DSYS or submission of any additional documents which are not specifically asked for by DSYS, will be allowed and even if submitted, they will not be considered by DSYS. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed time

frame,DSYS shall proceed to evaluate its Techno-Commercial Bid without any further referenceto the Bidder.

- 10.11 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of DSYS with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.
- 10.12 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of DSYS opening the Price Bids and submitted to the competent authority of DSYS for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.30.
- 10.13 Upon approval and completion of the due process of DSYS, the Preferred Bidder shall be issued the LOA in terms of Clause 8.31. The LOA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

Annexure 1: General Conditions of Contract-Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the service provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by DSYS;
- 1.4. "Service provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by DSYS) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the service provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

- 2.1. Scope of Services/Work shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to service provider shall, excepting what is herein provided, be given by DSYS.
- B) All the work shall be carried out under the direction of and to the satisfaction of DSYS.
- C) All communications including technical/commercial clarifications and/or comments shall be addressed to DSYS shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to DSYS.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading, (as applicable) etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the LOA, the service provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), DSYS reserves the right to cancel the LOA and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the service provider's bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order / Agreement

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by DSYS by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. DSYS shall not be bound by any printed conditions or provisions in the service provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

6. Use of Service Order / Agreement Documents & Information

- 6.1. The service provider shall not, without DSYS prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of DSYS in connection therewith, to any person other than a person employed by the Service provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service provider shall not, without DSYS prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

7. Performance Security

- 7.1. The service provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.

- 7.2. The Performance Security shall be for due and faithful performance during the period for execution of the services and is liable for forfeiture in the following cases:
- If the successful Bidder fails to undertake the work after issuance of LOA, or
 - If the service provider abandons the work before its completion, or during its extended period.
 - If the work performed by the service provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the service provider.
- 7.3. The proceeds of Performance Security shall be forfeited and appropriated by DSYS as compensation for any loss resulting from the Service provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies DSYS may be entitled to as per terms and conditions of Service Order / Agreement.
- 7.4. Performance Security shall be extended by the service provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. DSYS claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

8. Delivery of Services

- 8.1. Delivery of the Services shall be made by the service provider in accordance with terms specified in the Special Conditions of Contract.
- 8.2. The delivery of services is binding and essential and consequently, no delay is allowed without the written approval of DSYS. Any request concerning delay will be null and void unless accepted by DSYS.

9. Terms of Payment

- 9.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 9.2. All payments shall be made in INR only and shall be made directly to the bank account of the service provider.
- 9.3. No advance shall be paid, and no letter of credit shall be issued.
- 9.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 9.5. No interest charges for delay in payments, if any, shall be payable by DSYS.
- 9.6. Defective bills shall be returned to the Service provider within 7 (seven) working days. No payment shall be made on defective/ incomplete bills.

10. Subcontracting /out-sourcing/ sub-letting/ Assignment

- 10.1. The service provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from DSYS' side for the services for which such subletting is sought. However, DSYS management reserves the full right to refuse any such approval to the service provider without being bound to provide any reason or rationale for such decision.

Provided, nevertheless, that any such consent shall not relieve the service provider from any obligation, duty or responsibility under the Service Order / Agreement.

11. Cancellation of Service Order / Agreement

- 11.1. If the service provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, DSYS shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other service provider at the risk and cost of the said service provider after giving 30 days' notice to the service provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated if:
 - i) There is a force-majeure situation,
 - ii) Service provider has given false declaration or document including affidavit,

- iii) There is conflict of interest between DSYS & service provider during the Service Order / Agreement execution,
- iv) The service provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The service provider or firm or any of the partner represented by the service provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider entity has been wound up and dissolved,
- vi) The service provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The service provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the service provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the service provider, shall not relieve the service provider of any obligations or liability for loss or damage to DSYS arising out of or caused by acts or omissions of the service provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, DSYS reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. DSYS reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage suffered by DSYS for the non-performance by the service provider. DSYS may also impose further penalties on the service provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of DSYS shall be final. This notice shall be in accordance with Clause 11.1.

12. Right to risk for procurement/ rendering of services

If the service provider fails to fulfill the terms and conditions of the Service Order / Agreement, DSYS shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the

service provider all charges/expenses/losses/damages which may be suffered by DSYS, at the risk and cost of the service provider, after giving 15 (fifteen) days of notice to the service provider. This will be without prejudice to the rights of DSYS for any other action including termination of the Service Order / Agreement.

13. Force Majeure

13.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

13.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

13.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

13.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the NIT, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

14. Dispute Resolution

- 14.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between DSYS and the service provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the service provider and DSYS within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.
- 14.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

15. Governing Language

The Service Order / Agreement shall be written in English language as specified by DSYS in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

16. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17. Permits & Certificates

Service provider shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service provider further agrees to hold DSYS harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

18. General

18.1. The Service provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

18.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

18.3. Losses due to non-compliance of Instructions: Losses or damages occurring to DSYS owing to the Service provider's failure to adhere to any of the instructions given by DSYS in connection with the contract execution shall be recoverable from him.

18.4. Recovery of sums due: All costs, damages or expenses which DSYS may have paid, for which under the Service Order / Agreement, the Service provider is liable, may be recovered by DSYS (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to DSYS, on demand, the balance amount.

19. Liability and Indemnity

19.1. Service provider shall indemnify, defend and hold DSYS harmless against:

- a) any and all third party claims, actions, suits or proceedings against DSYS, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the service provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or

proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of DSYS, its suppliers and Service Providers, employees, servants or agents; and

- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by DSYS from third party claims arising by reason of breach by the service provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of DSYS, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to DSYS. The service provider shall not utilize DSYS free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to DSYS and in which case, the service provider shall be liable to DSYS to pay compensation to the full extent of damage / loss and undertake to pay the same.

19.2. DSYS remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to DSYS by the service provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

20. Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases: -

- i) If the Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e., any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return DSYS dues without adequate cause;

- v) If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/ Central PSU/ State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which DSYS has received notice from the concerned department of Central / State Govt.
- vii) If violation of important conditions of the contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of the tender

21. Insurance

- 21.1. The service provider will obtain an insurance policy covering all risks, damages, loss etc. for all security personnel and drivers deployed. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall cover the following.
 - I. loss of or damage to the works, plant and materials
 - II. loss of or damage to Equipment
 - III. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
 - IV. personal injury and death
- 21.2. Policies and certificates for insurance shall be delivered by the service provider to the Officer-in-Charge/Head of Department or his nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.
- 21.3. If the service provider does not provide any of the policies and certificates required, DSYS may take insurance which the service provider should have obtained and provided and recover the premiums from payments otherwise due to the service provider.

22. Statutory and Legal requirements

- 22.1. The service provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Odisha Shops and Commercial Establishment Act and Contract Labour (R&A) Act, wherever applicable, and shall bear all necessary expenses in this regard.
- 22.2. In case of employment of workmen from other states, the provisions of Inter State Migrant Workmen (RE & CS) Act should be complied with by the Service Provider.

- 22.3. The service provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen, wherever applicable.
- 22.4. Reports & Returns under various Labour Laws are to be furnished to the concerned authorities from time to time by the Service Provider.
- 22.5. The service provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of DSYS. The service provider has to maintain close liaison and cordial relations with the local people and the unions.

23. Safety

- 23.1. The service provider shall comply with all the stipulations and requirements of DSYS as well as with other applicable laws concerning safety and as applicable and relevant to its scope of services. The service provider shall, at all times, be responsible to carry out all operations as per the extant applicable laws. The service provider shall also be responsible for complying with the statutory obligations and other environmental and safety regulations of the State.
- 23.2. DSYS may from time to time audit the safety practices employed by the service provider and the service provider shall comply with the recommendations/ directions made by DSYS as a result of such audit.
- 23.3. During the contract period, if any accident occurs whether major or minor in which the service provider or its employees are involved or are responsible, the service provider shall immediately inform DSYS without any delay.
- 23.4. The service provider shall indemnify DSYS from any liability falling on DSYS due to any accident, whether minor or major, or by any act of commission/omission by the service provider or by its representatives or by its employees. If DSYS is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to DSYS by the service provider as if DSYS has paid on their behalf. The same shall be adjusted from the invoices payable by DSYS to the service provider, if not paid within a period of 30 (thirty) days of such payment being made by DSYS.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work, service requirements including technical parameters

2.1. Purpose/ Objectives of the Assignment:

2.1.1. The Service Provider shall provide Security Services at various locations/ sports complex under DSYS in different parts of the State of Odisha. The service provider shall deploy the following types of “Security personnel”:

- a. Security Guard
- b. Security Supervisor
- c. Asst. Security Officer
- d. Security Officer
- e. Zonal Security Officer
- f. Head Security Officer

2.1.2. For the purpose of this NIT, DSYS has divided the 30 districts in Odisha into 3 (three) Zones – North Zone, Central Zone and South Zone for ease of administration. The sports facilities are distributed across these 3 Zones. The number of Zones and the division of districts may be altered by DSYS in the future, if required. The Zone-wise division of the districts is in the table below:

<u>Sr. No.</u>	<u>North Zone</u>	<u>Central Zone</u>	<u>South Zone</u>
<u>1</u>	<u>Angul</u>	<u>Balasore</u>	<u>Boudh</u>
<u>2</u>	<u>Baragarh</u>	<u>Jajpur</u>	<u>Gajapati</u>

<u>3</u>	<u>Bolangir</u>	<u>Kendrapada</u>	<u>Kalahandi</u>
<u>4</u>	<u>Deogarh</u>	<u>Jagatsinghpur</u>	<u>Ganjam</u>
<u>5</u>	<u>Dhenkanal</u>	<u>Khorda</u>	<u>Koraput</u>
<u>6</u>	<u>Keonjhar</u>	<u>Bhadrak</u>	<u>Malkangiri</u>
<u>7</u>	<u>Sambalpur</u>	<u>Mayurbhanj</u>	<u>Kandhamal</u>
<u>8</u>	<u>Subarnapur</u>	<u>Nayagarh</u>	<u>Nabarangpur</u>
<u>9</u>	<u>Jharsuguda</u>	<u>Cuttack</u>	<u>Nuapada</u>
<u>10</u>	<u>Sundargarh</u>	<u>Puri</u>	<u>Rayagada</u>

- 2.1.3. The selected Service Provider shall have the complete responsibility to provide security round the Clock for 24 hours a day to DSYS and its offices/sports complexes/sports facilities in locations stated in the Appendix-A and Appendix-B appended to the Special Conditions of Contract and as per requisite numbers as in the Appendices in eight hour shifts by providing the required number of security personnel.
- 2.1.4. The number of facilities/ areas of deployment may increase in future. A tentative list of these facilities has been given in Appendix-B. The Service Provider shall provide the requisite security personnel for the same within one month from the date of intimation. The locations can be any place within the state of Odisha.
- 2.1.5. DSYS may also require deployment of “Skilled” security personnel on a temporary basis in various locations within the state of Odisha for managing security during sports events. The Service Provider shall provide such security personnel within 15 days from the date of intimation. DSYS will pay as per “Skilled” Category Rate as fixed by the Office of Labour Commissioner, Govt. of Odisha from time to time.
- 2.1.6. The security personnel so deployed will be under obligation to discharge any other security duty as required by DSYS.
- 2.1.7. All security personnel deployed by the selected Service Provider shall, at all point of time, continue to be the employees of the Service Provider for all purposes and the Service Provider shall employ and maintain the security personnel at its own cost and expenses and shall:
- Keep the security staff on its registers/roll, pay their salaries/wages through Bank including all statutory payments, allowances and meet their cost of dress/uniform and safety & other equipment and pay their perks and advances including welfare

advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, (if applicable) Gratuity, Bonus and all other payments under the labour or other laws, rules and regulations relating thereto and in force from time to time. The selected Service Provider will ensure that no Central and State laws of any kind including labour law and administrative instructions / advisories of State and Central government are violated in any manner.

- ii. Provide to the personnel standard common uniform as per terms and conditions of contract for all seasons. The Service Provider must provide 2 (two) pairs of uniform on yearly basis to the security personnel at free of cost without recovery from them. The clothes worn by the private security guards while on active duty shall be such that it would not hamper in his efficient performance. Particularly, it will neither be too tight nor too loose to obstruct movement or bending of limbs. Every security guard will carry a notebook and a writing instrument with him. Every security guard, while on active security duty, will wear and display the photo identity card issued under Section 17 of the Act (i.e., Private Security Service Provider (Regulation) Act, 2005) on the outer most garment above waist level in a conspicuous manner. In addition, a photo identity card will also be issued by DSYS to all security personnel. The Service Provider will coordinate with DSYS for the same.
- iii. Provide weapons (Batons) as per the requirement of rank/status of security personnel for protection. The selected Service Provider shall obtain license(s) as may be needed under the Arms Act from the District Magistrate and other competent authorities and DSYS shall not be held responsible in any manner criminally or otherwise if the security personnel engaged by the selected Service Provider will use fire arms etc. in the discharge of their duties.
- iv. Provide to the security personnel the other necessary equipment like torches, search light, etc. At its own cost without recovery, it from its employees.
- v. The selected Service Provider shall ensure submission of all statutory monthly/ weekly / half yearly/annual returns as per applicable statute regarding payment of Provident Fund, Employees' State Insurances etc. and furnish proof of such contribution to DSYS along with payment particulars. Payment will be released by DSYS to Service Provider on submission of all requisite proofs. If the selected Service Provider fails to comply and effect payment to the aforesaid competent authorities, then DSYS shall be at liberty to withhold payment of invoice till payment to the competent authority by the selected Service Provider. But DSYS is in no way liable for these lapses on part of the selected Service Provider.

2.1.8. The following performance parameters will be adhered to:

- i. The security personnel deployed by the selected Service Provider shall perform round the clock watch and ward duties in three shifts i.e., eight hours in each shift as per the shift arrangement made by the concerned Officer-in-Charge of the offices/ sports complexes/ sports facilities.
- ii. The place of duty and nature of duty will be fixed by DSYS as per their requirements. The selected Service Provider will replace any security personnel within 48 hours if DSYS finds that their performances not satisfactory. For any breach of contract by any security personnel deployed by the service provider, DSYS shall maximum give 3 warnings (no. of warnings shall depend upon the nature of the breach), after which the selected service provider shall be asked to replace the concerned personnel.
- iii. The selected Service Provider shall increase or decrease the strength of security personnel as per the requirement of DSYS within one month of notice.
- iv. Not allow the security personnel to collude/align with the employees of DSYS/dealers/ transporters/supplies and their agents and brokers or to join in any trade union or take part in any agitation.
- v. DSYS reserves the right to direct the selected service provider to transfer the security personnel periodically to obviate their collusion/association/intimacy with DSYS/staff/ vendors/ trainees, etc.

2.2. Detailed Scope of Work

2.2.1. Details are mentioned as follows:

- i. The Service Provider shall provide Security services by deploying security guards/personnel, who shall safeguard the perimeter, movable and immovable assets/inventories and equipment and also guard entry/exit points from any theft, pilferage or damage and also ensure safety of the employees or any other persons working therein.
- ii. The individual scope of work for security supervisor and above rank will be decided by DSYS, based on location and requirement. All security personnel will report into the assigned officer of DSYS.
- iii. The Security Supervisors shall preferably be earmarked from the various Zilla Sainik Boards and to be selected by a team of officials of DSYS.
- iv. The Security Guards (preferably ex-servicemen from Zilla Sainik Boards) should be less than 40 years age, be physically fit and have minimum height of 5'6" and should not be overweight. Nominal roll with photographs and all details of all the guards, location-wise shall be forwarded every quarter to DSYS.

- v. The security personnel shall be deployed round the clock in 3 shifts at the offices/ sports complexes/ sports facilities on 24 x 7 x 365 days basis and other places as and when required by DSYS. Each personnel shall perform only one shift duty per day.
- vi. The number of security personnel can also be increased/decreased by DSYS at any point. DSYS shall have the liberty to increase/decrease the areas for deployment of security personnel. The Service Provider will have to deploy the personnel at the designated areas/new areas as decided by DSYS within one month of notice. The new area can be any location within the state of Odisha.
- vii. Any individual found unfit at any point by DSYS shall be replaced immediately (within 48 hours). Fitness tests shall be carried out in accordance with Clause 2.4 of Special Conditions of Contract.
- viii. The Service Provider shall ensure proper inward and outward movement of men, materials and vehicles, etc. as per instructions given from time to time by the concerned Officer-in-Charge, DSYS. It should be responsible for maintaining proper traffic of the incoming and outgoing vehicles and to ensure that there is no congestion whatsoever at any place & time wherever they are on duty.
- ix. The Service Provider shall control unauthorized entry or exit of vehicles in and around DSYS premises and carry out surveillance of the allocated area and to collect intelligence input and share those with the concerned Officers-in-Charge under DSYS.
- x. The Service Provider shall neither deploy nor withdraw any personnel at any time without approval of DSYS.
- xi. The Service Provider shall provide other security related services on a need basis as and when informed in writing by DSYS.
- xii. The security personnel must be trained, as required by PSARA rules (Private Security Agencies Regulations Act) in the handling of fire-fighting equipment, to undertake rescue operation and provide first-aid in case of emergency, use security equipment including CCTV system, basic knowledge of computer, use of wireless sets and basic knowledge of etiquettes to interact with the guest in addition to learning basic rules of security. Additional details on training are provided in Clause 2.5 of Special Conditions of Contract.
- xiii. In addition, the security personnel must have knowledge on the following subjects:
 - A. Leadership and Management**
 - Conduct in Public
 - Proper Wearing of Uniform

- Crowd Control
- Law of Private Security Service Provider
- Access Control
- Examining identification papers
- Odiya & Hindi
- Leadership & Management (For Security Supervisors and above only)

B. Technical

- Fire Fighting
- First-Aid
- Identification of different types of arms in use in public and police
- Security Equipment

C. Emergency Response

- Physical Security
- Disaster management
- Crisis Response and Rescue Operation

- xiv. All Security Supervisors should preferably be Ex-servicemen from Armed Forces/ Paramilitary Forces/ State Police Cadre.
- xv. The security personnel deployed shall take regular rounds of the premises & should be vigilant and remain alert to avoid any unforeseen event, to maintain Law and order prevent breach of peace at threshold. To ensure the same, the Service Provider may be required to equip the security personnel with GPS patrol wearable device and body camera. The Service Provider will provide DSYS access to precise GPS location data of the deployed personnel viewable via a map-based visualization system in a web browser and mobile app. The feed from the body camera must also be provided to DSYS for review, as and when required. There must also be provision for real-time security guard tracking systems and provision for communications between guards in the field and management.
- xvi. The security personnel shall be duly trained in Fire & Safety Operations. They should be trained to operate various fire control equipment, if any, installed at DSYS Premises or as the places may be assigned from time to time

- xvii. The Service Provider shall keep DSYS informed of all the matters relating to security and co-operate in the investigation of any incident relating to security, law and order and breach of peace and intelligence related inputs.
- xviii. The Service Provider, as required by DSYS, shall install and maintain Security gadgets/ infrastructures (e.g., Boom Barriers, IR Surveillance cameras, face recognition system, attendance cum ID cards, alarm systems) at locations as desired by DSYS. The Service Provider shall install security gadgets as per specifications and of reputed companies, will operate and carry out periodic updates and upgrades as per latest technology in market. The gadgets/equipment shall always be in functional mode and manned as per direction on the subject by DSYS. The cost of such installation shall be in two heads i.e., capital expenditure & operational expenditure.
- xix. The service provider shall carry out the installation of the Security Gadgets/ infrastructure as and when required by DSYS. The cost of such supply, installation and maintenance shall be decided mutually between DSYS and the service provider. This cost shall be separately reimbursed by DSYS.

2.3. Eligibility Criteria for Security Personnel:

2.3.1. The Service Provider shall ensure that the Security guard / security personnel deployed is healthy and as per eligibility criteria as mentioned below. The Service Provider will get their antecedents; character and conduct of individual security personnel verified by respective local police before deployment and shall produce the same. Police verification certificate of all individuals shall be submitted to DSYS failing which these individuals cannot be employed as guards. Any individual found unfit by DSYS shall be replaced immediately (within 48 hours).

2.3.2. The Security Personnel will have the following eligibility criteria:

#	Key	Eligibility Criteria
1	Security Guard	<ul style="list-style-type: none"> • No Security Guard deployed on DSYS duty shall be more than 40 years of age
2	Security Supervisor	<ul style="list-style-type: none"> i. Naib Subedar/Havildars from Infantry, Artillery & Armored Crops, Mechanized Infantry, Engineers, Signals and Corps of Military Police only. ii. Tradesman from Infantry, Artillery & Armored Crops, Mechanized Infantry, Engineers, Signals and Corps of Military Police will not be eligible. iii. Not more than 50 years of age for initial recruitment purpose and age criteria for retirement as given in private Security Agencies (Regulation) Act, 2005. iv. Medical category SHAPE 1.
3	Assistant Security Officer (ASO)	<ul style="list-style-type: none"> i. Subedar Major/ Subedar from Infantry, Artillery & Armored Crops, Mechanized Infantry, Engineers, Signals and Corps of Military Police only. ii. Not more than 54 years of age for initial recruitment purpose and age criteria for retirement as given in private Security Agencies (Regulation) Act, 2005. iii. Medical category SHAPE 1.
4	Security Officer (SO)	<ul style="list-style-type: none"> i. Hony. Captain/ Lieutenant on Active List from Infantry, Artillery and Armored Corps, Mechanized Infantry, Engineers, Signals and Corps of Military Police only.

		ii. Not more than 55 years of age for initial recruitment purpose and age criteria for retirement as given in Private Security Agencies (Regulation) Act, 2005. iii. Medical category SHAPE 1.
5	Zonal Security Officer	i. Retired commissioned Officers/ Short Service commissioned officers in the rank Major or equivalent, from the armed forces, paramilitary forces, below 45 years of age
4	Head Security Officer	i. Retired commissioned Officers/ Short Service commissioned officers in the rank Lt. Colonel/ Colonel or equivalent, from the armed forces, paramilitary forces, below 50 years of age.

Note: Security Personnel in the rank of Security Supervisors and above shall be deployed only post approval from DSYS.

- 2.3.3. DSYS reserves the right to determine any changes in the eligibility conditions of the manpower deployed in case of problem in engaging eligible manpower as above due to non-availability.
- 2.3.4. DSYS reserves the right to change the type of manpower required to be deployed and determine the eligibility and pay conditions. The service charges will remain same as per the finalized bid value of the selected bidder.
- 2.3.5. The full particulars of the personnel to be deployed by the Service Provider shall be furnished to Deputy Secretary, Field Establishment, DSYS along with testimonials before they are actually deployed for the job. The selected Service Provider shall furnish following documents in respect of each Security guard/ security personnel:
- a. Proof of Permanent Address
 - b. Proof of Temporary / Local address.
 - c. One pass-port size photograph.
 - d. Proof of training/ experience in security services.
 - e. Photo ID card provided by the Security Service Provider.
 - f. Any one of Aadhaar Card/Voter ID Card/Passport/Driving License along with PAN.
 - g. Police verification certificate.
 - h. Existing UAN number of each security personnel & drivers
 - i. Certificates of training undertaken by each Security guard/security personnel

- 2.3.6. The Service Provider shall neither deploy nor withdraw any personnel at any time without approval of DSYS. In case of separation of any existing security person due to resignation/termination/death or any other reason whatsoever the same needs to be substituted as per eligibility criteria.
- 2.3.7. A local representative of Service Provider shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises, they shall work under the directives and guidance of Officer in charge of Security.
- 2.3.8. The Service Provider shall deploy security guards trained in all facets of security work, including firefighting and the Service Provider shall provide necessary documentary evidence in this regard.
- 2.3.9. A senior level representative of the service provider shall visit the site of deployment at least fortnightly/monthly and review the service performance of its personnel. During the weekly visit, service provider's representative will also meet the Unit Head and Officer-in-charge, DSYS for mutual feedback regarding the work performed by the personnel deployed and for removal of deficiencies, if any, observed in their working. Such mutual feedback must be documented diligently. The Officer-in-Charge, DSYS on behalf of DSYS or his authorized representative may review the work of the Service Provider.
- 2.3.10. The Service Provider shall ensure that any replacement of the personnel, as required by DSYS for any reason specified or otherwise, shall be done promptly without any additional cost to DSYS. If the Service Provider wishes to replace any of the personnel, the same shall be done with prior concurrence of DSYS at the Service Provider 's own cost.
- 2.3.11. The Service Provider shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of DSYS. The security personnel shall abide by the provisions of law. Police verification is mandatory for employment.
- 2.3.12. Under no circumstances the dependent, family members of existing DSYS employees/ Ex-employees shall be deployed as Security guards in same location where the employees of DSYS is working and in case any dependent/family members deployed as Security guard at any places, the same shall be intimated to DSYS promptly.

2.4. **Fitness Standards**

- 2.4.1. Security personnel deployed at DSYS shall, at all times, adhere to the below fitness standards:

#	Age (Years)	Run	Bent knee sit-ups	Pushups	Sprint Run
1	Less than 30	2 km within 12:30 mins	25	20	300 m within 75 sec
2	0 to less than 35	2 km within 13:30 mins	20	18	300 m within 78 sec
3	5 to less than 40	2 km within 15:00 mins	20	15	300 m within 80 sec
4	0 to less than 45	2 km within 16:30 mins	15	15	300 m within 90 sec
5	5 to less than 50	1.5 km run within 12 mins	15	15	300 m within 110 sec
6	50 and above	1.5 km run within 14 mins	Not Applicable	Not Applicable	Not Applicable

2.4.2. Physical tests shall be conducted for all personnel by a team designated by concerned Officer-in-Charge of DSYS once in every six (6) months. Medical fitness check of relevant parameters (such as BMI etc.) shall be carried out jointly by medical authorities and Officers of DSYS.

2.4.3. Physical standards may get updated from time to time and DSYS may accordingly update them. The selected service provider / deployed security personnel shall be asked to comply with the same.

2.4.4. Security personnel failing to meet the above fitness standards shall be promptly replaced by the service provider (within 48 hours).

2.5. Training

2.5.1. All Security personnel deployed must be trained as per the Private Security Agencies Regulation Act, 2005 in agencies approved in the Act.

2.5.2. Additionally, all Security personnel must undergo mandatory training in each year. For this purpose, the service provider has to prepare a customized curriculum for periodic training of security personnel deployed in duty at DSYS premises. The curriculum must

be prepared and must be approved by DSYS within 15 days from the start of each Contractual year.

2.5.3. The Training schedule may be customized under 2 heads:

- i) Annual refresher Course including technological upgrades;
- ii) Training programmes incorporating latest industry specific SOPs and regulations as may be updated from time to time

2.5.4. The entire training programme shall be approved and monitored by DSYS. Necessary changes as suggested by DSYS shall be incorporated from time to time without fail.

2.5.5. Copy of the details of trainings undertaken by each security personnel as well as relevant certificates must be submitted to DSYS for inspection and verification.

2.5.6. DSYS shall reimburse Annual Training allowance of INR 1,000 per security personnel per year. The amount shall be paid at the end of each contractual year subject to furnishing of required documentary evidence by the service provider and certification from DSYS regarding satisfactory conduct.

2.6. **Medical**

2.6.1. **Medical facilities:**

The service provider must provide all medical facilities to their employees at its own cost and expense.

2.6.2. **Medical Examination:**

The Service Provider at his cost shall arrange for initial and periodical medical examination of his employees. However, in case the Service Provider does not do the same, DSYS may do the same on behalf of the Service Provider and the entire cost so borne shall be deducted from the payables of the Service Provider.

2.6.3. **Epidemic/ Contagious diseases:**

The Service Provider shall report immediately to DSYS, every case of Epidemic/Contagious diseases occurring in colonies occupied by his employees. Failure to do so will render the Service

Provider liable to DSYS for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

2.7. Other Terms and Conditions:

- 2.7.1. The successful Service Provider shall deploy its personnel within 15(Fifteen) days of receiving the work order after obtaining Labour License as per the Contract Labour (R&A) Act & Rules.
- 2.7.2. The Service Provider should ensure that, all security personnel are issued with ESI Cards within 90 days after issue of contract. Confirmation of same shall be forwarded to DSYS.
- 2.7.3. The Service Provider shall continue the existing PF UAN No of existing security personnel in case they are continuing the deployment.
- 2.7.4. The personnel shall be deployed for 08 hours shift duty daily and the working hours will not exceed 48 hours in a week. National /Public holidays will be treated as working days and there shall be no extra claims by the selected Service Provider for the same
- 2.7.5. The Service Provider shall provide the following accessories to each security personnel on yearly basis at its own cost.

#	Item	Quantity
1	Uniform (shirt with DSYS Logo and pants)	2 Pairs
2	Woolen Cloth	1 Piece
3	Safety Shoes	2 pairs
4	Socks	2 Pairs
5	Cap	2 Pieces
6	Belt	2 Pieces
7	Whistle	1 Piece
8	Identity Card (To be issued by DSYS)	1 Piece
9	Name Plate	1 Piece
10	Baton	1 Piece
11	Torch (3 Cell)	1 Piece
12	Raincoat	1 Piece

#	Item	Quantity
13	Security Safety Vest Jacket with Reflective Strips (with DSYS Logo)	1 Piece

The design of uniform, woolen cloth, shoes, identity card, Rain coat and Security Safety Vest Jacket shall be approved by DSYS before they are issued to the security personnel.

These items shall be issued in the presence of a committee as prescribed by DSYS. The items shall be issued in the first month of each Contractual Year.

DSYS shall separately reimburse outfit allowances to the service provider subject to the following ceilings:

- a. INR 10,000 per security personnel per annum – inclusive of GST

The reimbursement shall be on the basis of the actual items issued to the number of security personnel provided in the deployment plan (Refer Appendix-A and Appendix-B of Special Conditions of Contract) subject to above mentioned ceilings. The service provider shall provide necessary supporting documents to claim the above reimbursement.

In case any security personnel is replaced by the service provider during any Contractual Year and DSYS has already reimbursed the Outfit allowance for such security personnel, then DSYS shall not be liable to pay the Outfit allowance again for the new security personnel deployed

In the event of termination of the contract in the middle of a Contractual Year, the outfit allowances reimbursed by DSYS, during the relevant Contractual Year, shall be recovered from Performance Security / the invoices payable to the service provider.

- 2.7.6. The Service Provider shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the Office of the Labour Commissioner, Govt. of Odisha, Bhubaneswar from time to time, deposit of PF and ESI dues (where applicable) as well as payment of other Statutory dues of all the personnel deployed. The Service Provider shall submit the proof of payment of EPF and ESI (both Employer's and Employee contribution) along with the invoice for release of payment from DSYS.
- 2.7.7. In case of any loss that might be caused to DSYS 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, DSYS shall have the right to recover the loss including by deducting appropriate amount from the invoice of security Service Provider to make good such loss to DSYS besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Service Provider, DSYS shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

- 2.7.8. In the event of any security personnel being on leave (including Casual Leave & sick /absent), the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Service Provider shall make provision for leave reserve and provide the same under intimation to DSYS. Under no circumstances any personnel will be allowed to be on duty beyond one shift.
- 2.7.9. If the security personnel deployed by the Service Provider any time are found absent from duty or sleeping or found engaged in irregular activities, DSYS shall deduct the requisite amount at the pro-rata rates from the invoice of the Service Provider besides imposition of penalty for non-observance of the terms of contract.
- 2.7.10. The Service Provider shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The service provider shall submit to DSYS an attested photocopy of the attendance record and enclose the same with the monthly invoice. Such attendance register shall be supervised/checked by the officer in charge of DSYS. Biometric attendance system may be implemented by DSYS for tracking attendance of deployed security personnel.
- 2.7.11. The Security personnel deployed by the Service Provider should be able to handle SMART PHONES for clicking photography of visitors, recording of movement and handle other electronic gadgets and be able to make entries in the registers kept at the security desk / booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
- 2.7.12. In case of non-compliance/ non-performance of the services according to the terms of the contract, the concerned Officer-in-Charge, DSYS shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
- 2.7.13. The Service Provider shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Bidder shall fully indemnify DSYS against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/ work in premises/facility.
- 2.7.14. The decision of DSYS in regard to interpretation of the Special Conditions of Contract and the Agreement shall be final and binding on the service provider.
- 2.7.15. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 2.7.16. The Service Provider shall report occurrence of all accidents of their employees arising in the course of work and shall pay compensation as per the workmen's Compensation Act-1923 as amended from time to time within the prescribed time limit. In case of any accident, the

Service Provider must immediately bring the said fact to the notice of the concerned Officer-in-Charge, DSYS in writing, who shall send necessary notice to concerned authorities within 24 hours of accordingly.

- 2.7.17. In the event of Service Provider's failure to pay/ deposit with the Commissioner, the amount of compensation payable under the workmen's Compensation Act-1923, DSYS shall have the right to set apart the relevant amount from pending invoices or other assets of the Service Provider with them for the settlement of the claim arising under the said Act at their own discretion and the Service Provider shall bear the full responsibility in this behalf.
- 2.7.18. In case the Service Provider fails to report within 2 hours after occurrence of accident, then the non-reporting will be taken as violation of the present agreement by the Service Provider and DSYS reserves the right to take action and this will be treated as breach of agreement provision/ terms.

3. Contract period

- 3.1. The selected service provider shall carry out the Scope of Work as per General Conditions of Contract and Special Conditions of Contract for a total period of 5 (five) years ("Contract Period"), on year-to-year basis at the sole discretion of DSYS, subject to annual assessment of the performance. This may be extended by another 5 (five) years on the same terms as mentioned above.
- 3.2. The Contract Period shall commence from the date of signing of the Agreement.
- 3.3. DSYS shall review the operational performance of the selected Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, DSYS will issue a letter to the service provider for continuing the work for the subsequent Contractual Year. If the performance of the service provider is determined to be unsatisfactory by DSYS, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the service provider is reviewed.
- 3.4. If the selected service provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited. In such case DSYS will be free to award the balance tendered work to other service providers at L-1/ negotiated price (Service charges).

- 3.5. At any point of time or at the end of any year, DSYS can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of DSYS.
- 3.6. The Contract Period may be extended for another five (05) years at the sole discretion of DSYS Limited based on annual assessment of the performance on the same rate, terms & conditions.

4. Licensing requirements, statutory compliances and certifications

- 4.1. The service provider must be registered with the Government Labour Department and possess/hold a valid License issued by Central/State Government/concerned Department of Government of Odisha for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.
- 4.2. In case any other permission or Certificate is required for providing Contract Labour to DSYS, the service provider will be required to submit the same within a month of award of the work. The service provider would be required to deploy Manpower/ Contract Labour as per norms prescribed under the said Act. Self-attested photo-copy of Registration with Government Labour Department and License shall be submitted to DSYS

5. Statutory and Legal requirements

5.1. Manpower Deployment:

- 5.1.1. In respect of all manpower deployed by the service provider for the delivery of services to DSYS, the service provider shall comply with all legislations and rules/ administrative instructions /advisories of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract
- 5.1.2. The service provider is required to obtain a Labour License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract labor(R&A) Act & submit the copy of labour license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

5.2. Statutory Laws:

- 5.2.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the service provider. In case of failure to do so, DSYS may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the service provider and/or take such action as deemed fit at its risk and cost.
- 5.2.2. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, DSYS shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.
- 5.2.3. The service provider shall abide by the decision / recommendation /award of the labour court/ wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before DSYS and other authorities as and when required under any applicable laws
- 5.2.4. The service provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. DSYS will not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in DSYS.
- 5.2.5. All the statutory liabilities and obligations should be taken into account while quoting of rate by the service provider and payment to its workers to be made accordingly.
- 5.2.6. There will be no relationship of Employer – Employee between DSYS and man-power engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to DSYS.
- 5.2.7. The service provider shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946.

6. Payment terms:

6.1. The service provider shall be provided the following payments

- i) Payments to security personnel - based on the actual number of personnel deployed, attendance, etc. along with the Quoted/Negotiated Service charge
- ii) Reimbursement of Outfit allowance - in accordance with Clause 2.7.5 of Special Conditions of Contract
- iii) Reimbursement of Annual Training allowance - in accordance with Clause 2.5 of Special Conditions of Contract

No Quoted/Negotiated Service charge shall be applicable on reimbursements mentioned in Sub-Clause ii) and iii) of 6.1.

6.2. The Service Provider shall be paid for each category of security personnel at the following rates plus quoted / negotiated Service charges.

# (a)	Description (b)	Security Guard (Semi-skilled Category) (INR) (c)	Security Supervisor (INR) (d)	Assistant Security Officer (INR) (e)	Security Officer (INR) (f)	Zonal Security Officer (INR) (g)	Head Security Officer (INR) (h)	Grand Total (INR) (i)
	Basic Wages per day	348.00						
	VDA per day	3.00						
	Total per day (Basic + VDA)	351.00						
	(Basic + VDA) per month (26 days)	9,126.00						
	EPF, EDLI & Admin. Charges @ 13 % of # 4 above or as stipulated by Govt. of India from time to time	1,186.38						
	ESI wherever applicable @ 3.25% of # 4 above	296.60						
	Total Cost Per Head/ month	10,608.98	35,000 (consolidate)	45,000 (consolidated)	90,000 (consolidated)	1,65,000 (consolidated)	2,25,000 (consolidated)	
	Total Security Manpower Cost	10,608.98 x --- nos. of Security Guards	35,000 x --- nos. of Security Supervisor	45,000 x --- nos. of Assistant Security Officer	90,000 x --- nos. of Security Officer	1,65,000 x --- nos. of Zonal Security Officer	2,25,000 x --- nos. of Head Security Officer	i = (c+ d+ e+ f + g + h) of Row 8

Note:

- i. Basic wages indicated above are as per rates effective w.e.f. 01.04.2021 published by Office of the Labour Commissioner, Govt. of Odisha, Bhubaneswar vide Notification No. – 2816/ dt. 25.05.2021
- ii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
- iii. The strength of security personnel may vary (i.e., increase/decrease) and subject to review once in every six months.
- iv. Applicable Income Tax and GST shall be deducted at source.
- v. The quoted/negotiated Service charge shall be applicable only on Total Security Manpower Cost as mentioned in Clause 6.2 of Special Conditions of Contract.
- vi. The Service Provider shall be responsible for compliance of all applicable statutory rules and regulations.

- 6.3. The Service Provider shall maintain proper records of his employees' attendance. A copy of the duty rotation duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice.
- 6.4. The salary of all employees deployed at various locations as mentioned in the Appendix-A and Appendix-B shall be made through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to DSYS. No cash payment is allowed.
- 6.5. Under no circumstances, the Service Provider will withhold the monthly salaries to security personnel deployed.
- 6.6. The Service Provider will keep DSYS indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.
- 6.7. The Service Provider shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
- 6.8. The Service Provider and the Service Providers employees shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana or protest held during the contract period and in the event of any such involvement of the Security Service Provider and their security staff in such activities, action will be taken against the Service Provider like removal of the Service Provider from the list of the security providers/such security employees will not be taken further on duty/contract will be terminated and consequential forfeiture of bid security already deposited against the contract.
- 6.9. The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees (including drivers) as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the service provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual name of security personnel & drivers. The Service Provider will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the security personnel & drivers have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
- 6.10. The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year

and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the security Service Provider in respect thereof which may arise.

- 6.11. Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF/Bonus/ ESI (wherever applicable), etc. shall be to the account of DSYS.
- 6.12. TDS at applicable rate under GST Act shall be deducted at the time of release of payment.
- 6.13. In addition to the above, GST as applicable will be paid to the Service Provider on gross monthly invoice amount subject to submission of require proof as per rule. The service provider shall raise the invoice as per GST Act and Rules.
- 6.14. The Service Provider will submit the invoice in duplicate to DSYS in every month along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:
 - a. attendance record of the employees for the relevant month – duly certified by the concerned Officer In-Charge as a mark of acceptance and verification
 - b. the wages sheet of the employees for the relevant month
 - c. Bank statement for crediting the net wages amount to the individual bank account of the employees – duly certified by the concerned Bank
 - d. PF Deposit Challan & ECR copy of the month preceding the relevant month.
 - e. Challan and ESI Deposit (if applicable) of the month preceding the relevant month
 - f. GST deposit challan of the month preceding the relevant month
 - g. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance) of DSYS
 - h. and any other statutory deductions if so, will be submitted for the preceding month with the invoice

Note: The relevant month implies the month for which the invoice is being raised. The invoice amount should separately mention the Basic + VDA amount provided to the different security personnel.

DSYS will be responsible for final release of payments.

- 6.15. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service Provider

mentioning DSYS work order number and the documentary evidence of such exemption is to be submitted for availing the exemption.

7. Price Revision

There shall be no revision on the final quoted / negotiated service charge provided by the service provider. Escalation/ De-escalation only as per below clauses shall be payable:

7.1. Payments to security personnel:

- A) Security personnel: In the event of revision of minimum wages (Basic wages + VDA) by the Office of the Labour Commissioner, Govt. of Odisha, Bhubaneswar, the selected Service Provider will be liable to pay the revised minimum wages from the effective date as notified. Upon such revision the Service Provider pays through Bank at such higher rate & such differential amount arising out of revision in minimum wages shall be reimbursed by DSYS subject to production of claims duly witnessed by the authorized representative of the principal employer (DSYS) supported by documentary evidence.
- B) Escalation/ De-escalation for the salaries of the personnel of category of Security Supervisor and above, shall be linked with the WPI (Wholesale Price Index) for "All commodities". For 1st Contractual year, there shall not be any escalation/de-escalation. For subsequent Contractual years, the salaries be escalated /de-escalated in accordance to the following:
 - i. Revised Salary = Base Salary x [WPI (B) – WPI (A)/ WPI (A)]

Where:

- (a) Revised Salary: Ceiling of Salary applicable for the relevant Contractual year
- (b) Base Salary: Salary in accordance to Clause 6.2 of Special Conditions of Contract.
- (c) WPI (B): All India Wholesale Price Index for "All Commodities" published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of start of relevant Contractual year
- (d) WPI (A): All India Wholesale Price Index for "All Commodities" published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Government of India as on the date of submission of Bid

7.2. Outfit allowance:

For 1st Contractual year, there shall not be any escalation on the ceiling of outfit allowance (mentioned in Clause 2.7.5 of Special Conditions of Contract). For subsequent Contractual years, the ceilings of outfit allowance shall be escalated by 5% on an annual basis.

7.3. Annual Training allowance:

For 1st Contractual year, there shall not be any escalation/de-escalation on the Annual Training allowance (mentioned in Clause 2.5.6 of Special Conditions of Contract). For subsequent Contractual years, the Annual Training allowance shall be escalated by 5% on an annual basis.

8. Liquidated Damages / Penalty Clause:

8.1. In case of loss due to lapse on the part of security personnel deployed by the service provider

8.1.1. In case of any loss that might be caused to DSYS due to lapse on the part of the security personnel discharging their responsibilities, such loss will be borne by the Service provider and in this connection, DSYS shall have the right to recover the loss by deducting appropriate amount from the invoice of security agency to make good such loss to DSYS besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, DSYS shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

8.2. In case of any loss/theft

8.2.1. In case of any loss/theft, concerned Officer-in-Charge will consider the circumstances leading to the loss/theft and submit a report to DSYS and for fixing responsibility and if the responsibility is fixed upon the Service provider, the Service provider shall make good the loss within the period specified by DSYS or else deduction of the cost shall be made from the following month's invoice.

8.3. Liquidated Damages / Penalty Clause in case of lapses in duty and breach of contract

8.3.1. For any breach of contract, the Officer-in-Charge of the concerned region on behalf of DSYS, shall be entitled to impose a penalty to the extent of INR 10,000/- on the first instance upon the Service provider in the event of breach, violation or contravention of any of the terms and conditions contained herein after bringing it to the notice of DSYS and obtaining his approval.

8.3.2. If the lapse is repeated, the extent of penalty will be doubled on each such occasion. However, the Service provider can appeal for waiver of penalty to Principal Secretary, DSYS who is the final authority for taking decision in this respect. The decision of the Principal Secretary, DSYS in this regard shall be final and binding upon the Service provider. Some of the instances, in which penalty shall be imposed, are enumerated below. The list is illustrative and non-exhaustive.

- a. If the personnel are not found in proper uniform and displaying Photo Identity Card/ nameplate.
- b. If the personnel are found indulging in smoking/drinking/sleeping during duty hours.
- c. If the personnel are found performing double Duty within 24 hours without prior approval.
- d. The selected Service Provider is supposed to provide security personnel. If the selected Service Provider is not able to provide the required number quantity and quality of personnel, a penalty for shortage of attendance will be imposed
- e. If the behavior of the personnel is found to be discourteous/disrespectful.
- f. If any Guard/Security Supervisor found performing duty, submitting a fake name and address.
- g. If any personnel are found on duty other than those mentioned in the approved list supplied by the Service provider to the Officer in charge of the concerned location
- h. If Guards/Security Supervisors are found indulging in unlawful activities.
- i. If any person is found occupying space or keeping their belongings on passages (both sides) of office premises.

- j. If a person/hawker is found occupying space in front of office premises or on both sides of passageway on working days/ Saturdays/ Sundays

Moreover, penalty shall be imposed on the Service provider in case of the below deviations:

- a. ESI and EPF contribution not being deposited regularly by service provider to statutory authorities
 - b. EPF amount deducted from wages of security guard and deposited less in the account of security guard by Agency
 - c. Wages are not paid in time to the security guards/workman/manpower
 - d. Salary Slip not issued to the security personnel deployed by the service provider
 - e. Payment to guards is made in Cash or by Cheque
- 8.3.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, DSYS at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

8.4. In the event of delay in manpower deployment

8.4.1. In the event that required manpower (or part thereof) is not deployed within the timeframe of 4 weeks duration from the date of intimation, DSYS, at its discretion can terminate the contract, alongside forfeiture of the Service provider's Security Deposit & Performance Security.

8.5. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by DSYS.

9. Taxes & Duties

9.1. Indirect Taxes

- A) The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of DSYS subject to submission of documentary evidence to the satisfaction of DSYS.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by DSYS on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The service provider should have registration under GST Acts
 - ii) The service provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonized System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;

- h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Signature or digital signature of the supplier or his authorized representative.
- iv) The service provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to DSYS and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time.
 - v) The service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - vi) The service provider hereby undertakes to indemnify DSYS, from any liabilities arising in future due to noncompliance by the service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the service provider in relation to the job assigned to the service provider by DSYS.

9.2. Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and GST Act and certificate of deduction shall be provided by DSYS to the Service provider in accordance with the applicable provisions.

Appendix – A: Tentative Details of Manpower Deployment

Existing Facilities:

Zone	District	City	Name of the Facility	Security Guard		Security Supervisor		Assistant Security Officer		Security Officer	Zonal Security Officer	Head Security Officer	Total
				Men	Women	Men	Women	Men	Women				
Central Team				-	-	-	-	30	-	-	2	1	33
Central Zone	Khordha	Bhubaneswar	Kalinga Stadium	93	14	2	1	1	1	1	-	-	113
	Khordha	Bhubaneswar	DSYS	3	-	-	-	-	-	-	-	-	3
	Khordha	Bhubaneswar	Capital High School Ground	3	-	-	-	-	-	-	-	-	3
	Khordha	Bhubaneswar	OSAP 7th Battalion	6	-	-	-	-	-	-	-	-	6
	Khordha	Bhubaneswar	Unit 1 Football Ground	3	-	-	-	-	-	-	-	-	3
	Khordha	Bhubaneswar	Yogic Centre	3	-	-	-	-	-	-	-	-	3
	Khordha	Bhubaneswar	SAI Badminton Indoor Hall	3	3	-	-	-	-	-	-	-	6
	Khordha	Tamando	GCPE	18	8	-	-	1	-	-	-	-	27
	Khordha	Bhubaneswar	Indoor Hall, Unit-1	3	-	-	-	-	-	-	-	-	3
	Cuttack	Cuttack	Jawaharlal Nehru Indoor Stadium	6	-	1	-	-	-	-	-	-	7
	Cuttack	Cuttack	Sports Hostel	3	-	-	-	-	-	-	-	-	3
	Balasore	Balasore	Sports Hostel	3	-	-	-	-	-	-	-	-	3
	Jajpur	Jajpur	Swimming Complex	3	-	-	-	-	-	-	-	-	3
Puri	Puri	Sports Hostel	3	-	-	-	-	-	-	-	-	3	

Zone	District	City	Name of the Facility	Security Guard		Security Supervisor		Assistant Security Officer		Security Officer	Zonal Security Officer	Head Security Officer	Total		
				Men	Women	Men	Women	Men	Women						
North Zone	Nayagarh	Nayagarh	Sports Hostel	3	-	-	-	-	-	-	-	-	3		
	Mayurbhanj	Baripada	Sports Hostel	3	-	1	-	-	-	-	-	-	4		
	Mayurbhanj	Baripada	Swimming Complex	3	-		-	-	-	-	-	-	-	3	
	Mayurbhanj	Baripada	Indoor Hall	3	-		-	-	-	-	-	-	-	3	
	Sambalpur	Sambalpur	Sports Hostel	3	-		1	-	-	-	-	-	-	4	
	Sambalpur	Kulundi	GCPE	9	-	-		-	-	-	-	-	-	9	
	Sambalpur	Sambalpur	VSS Stadium	6	-	-		-	-	-	-	-	-	6	
	Sambalpur	Sambalpur	Indoor Hall	3	-	-		-	-	-	-	-	-	3	
	Sambalpur	Sambalpur	Swimming Complex	3	-	-		-	-	-	-	-	-	3	
	Deogarh	Deogarh	Indoor Hall, Indira Gandhi Stadium	3	-	-	-	-	-	-	-	-	-	3	
	Subarnapur	Subarnapur	Swimming Complex	3	-	-	-	-	-	-	-	-	-	3	
	Subarnapur	Subarnapur	Indoor Hall	3	-	-	-	-	-	-	-	-	-	3	
	Bolangir	Bolangir	Sports Hostel	3	-	1	-	-	-	-	-	-	-	4	
	Bolangir	Bolangir	Swimming Complex	3	-		-	-	-	-	-	-	-	-	3
	Bolangir	Bolangir	Indoor Hall, RN Singh Deo Sports Complex	3	-		-	-	-	-	-	-	-	-	3
	Angul	Angul	Swimming Complex	3	-	-	-	-	-	-	-	-	-	3	
	Angul	Angul	Indoor Hall	3	-	-	-	-	-	-	-	-	-	3	
	Dhenkanal	Dhenkanal	SAI Badminton Indoor Hall	3	-	-	-	-	-	-	-	-	-	3	
	Keonjhar	Keonjhar	Sports Hostel	3	3	-	-	-	-	-	-	-	-	6	
	Keonjhar	Keonjhar	Indoor Hall, District Sport Complex	3	-	-	-	-	-	-	-	-	-	3	
Sundargarh	Rourkela	Sports Hostel	3	3	1	-	1	-	1	-	-	-	9		
Sundargarh	Sundargarh	Sports Hostel	3	3		-	-	-	-	-	-	-	-	6	

Zone	District	City	Name of the Facility	Security Guard		Security Supervisor		Assistant Security Officer		Security Officer	Zonal Security Officer	Head Security Officer	Total	
				Men	Women	Men	Women	Men	Women					
	Sundargarh	Sundargarh	Indoor Hall	3	-		-	-	-	-	-	-	3	
South Zone	Nuapada	Nuapada	Indoor Hall	3	-	-	-	-	-	-	-	-	3	
	Malkangiri	Malkangiri	Sports Hostel	3	-	-	-	-	-	-	-	-	3	
	Malkangiri	Malkangiri	Indoor Hall, Malkangiri Stadium	3	-	-	-	-	-	-	-	-	3	
	Koraput	Koraput	Sports Hostel	3	3	1	-	-	-	1	-	-	8	
	Koraput	Koraput	Indoor Hall, District HQ Stadium	3	-		-	-	-	-	-	-	-	3
	Nabarangpur	Nabarangpur	Indoor Hall, District Stadium	3	-	-	-	-	-	-	-	-	3	
	Rayagada	Rayagada	Indoor Hall	3	-	-	-	-	-	-	-	-	3	
	Kalahandi	Bhawanipatna	Sports Hostel	3	-	-	-	1	-	-	-	-	4	
	Kalahandi	Kalahandi - Kuruguda Road	Indoor Hall	3	-	-	-	-	-	-	-	-	3	
	Kalahandi	Junagarh	Indoor Hall	3	-	-	-	-	-	-	-	-	3	
	Ganjam	Berhampur	Sports Hostel	3	-	2	-	-	-	-	-	-	5	
	Ganjam	Chhatrapur	Swimming Complex	3	-		-	-	-	-	-	-	-	3
	Ganjam	Chhatrapur	Indoor Hall	3	-		-	-	-	-	-	-	-	3
	Ganjam	Hinjilicut	Multi-Purpose Hall	3	-		-	-	-	-	-	-	-	3
	Gajapati	Gajapati	Indoor Hall, District Stadium	3	-	-	-	-	-	-	-	-	-	3
	Kandhamal	Phulbani	Sports Hostel	3	-	-	-	-	-	-	-	-	-	3
	Kandhamal	Phulbani	Indoor Hall	3	-	-	-	-	-	-	-	-	-	3
	Boudh	Boudh	Swimming Complex	3	-	-	-	-	-	-	-	-	-	3
Boudh	Boudh	Indoor Hall	3	-	-	-	-	-	-	-	-	-	3	
TOTAL				288	37	10	1	34	1	3	2	1	377	

Appendix – B: Tentative Details of Manpower Deployment

Upcoming Facilities:

Note: This is only an indicative list and DSYS reserves the right to modify the list of facilities for deployment of security personnel. DSYS has the right to direct the Service Provider to deploy security personnel at any facility and location as required in the future.

Upcoming Infrastructure			Security Guard		Supervisor		Assistant Security Officer		Security Officer	Zonal Security Officer	Head Security Officer	Total
SL. No.	Project Name	List of facilities	Men	Women	Men	Women	Men	Women				
1	Urban Sports Infrastructure in Municipal Corporations & Municipalities @ 34 locations	a) Multipurpose Indoor Stadium b) Cricket and Football Field	102	-	-	-	-	-	-		-	102
2	Urban Sports Infrastructure in Notified Area Councils (NACs) @ 54 locations	a) Multipurpose Indoor Stadium	162	-	-	-	-	-	-		-	162
3	Birsa Munda International Hockey Stadium and Practice Pitch, Rourkela	a) Main Stadium b) Practice Pitch with Recovery Centre	24	6	1	1			1			33
4	17 Hockey Training Centres in Sundargarh district	a) Synthetic Hockey Field b) Administrative/	17	-	1	-	-	-	-	-	-	18

Upcoming Infrastructure			Security Guard		Supervisor		Assistant Security Officer		Security Officer	Zonal Security Officer	Head Security Officer	Total
SL. No.	Project Name	List of facilities	Men	Women	Men	Women	Men	Women				
		Changing Room Building										
5	Sports Infrastructure in Balasore	a) Swimming Pool Complex	3	-	-	-	-	-	-	-	-	3
6	Sports Infrastructure in Sambalpur	a) Football Field	6	-	-	-	-	-	-	-	-	6
7	Integrated Sports Complex, Berhampur	a) Cricket Field with Galleries and pavilion b) Multi Purpose Hall c) Open play courts d) Practice Pitches e) Swimming Pool	15	-	-	-	-	-	-	-	-	15
8	Integrated Sports Complex, Puri	a) Cricket Field with Gallery b) Multi Purpose Hall c) Open play courts d) Swimming Pool	12	-	-	-	-	-	-	-	-	12

Upcoming Infrastructure			Security Guard		Supervisor		Assistant Security Officer		Security Officer	Zonal Security Officer	Head Security Officer	Total
SL. No.	Project Name	List of facilities	Men	Women	Men	Women	Men	Women				
9	Integrated Sports Complex, Jeypore	a) Football Field with Athletics Track and Gallery b) Multi Purpose Hall c) Open play courts d) Swimming Pool	12	-	-	-	-	-	-	-	-	12
10	Integrated Sports Complex, Jajpur	a) Hockey Training Centre b) Multi Purpose Hall c) Swimming Pool	9	-	-	-	-	-	-	-	-	9
11	Integrated Sports Complex, Keonjhar	a) Sports Hostel (Boys and Girls) b) Football Field with Athletics Track c) Admin Building	6	3	-	-	-	-	-	-	-	9
Grand Total			368	9	2	1	0	0	1	0	0	381

Annexure 2A: Proforma of the Agreement to be Signed between DSYS and the Service Provider

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] day of the month of [month], [year].

BETWEEN

Sports & Youth Services Department, Govt. of Odisha, having its office at C-1, Nayapalli, Bhubaneswar-751012 (hereinafter referred to as “DSYS”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the service provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to DSYS through their bid(s), against NIT No. **SYS-OE-OE-0016-2021/5316** dated 22nd June 2021 (hereinafter called the “Tender”) for the Rendering of Security Services (through e-tendering);
- ii) on the basis of the said Tender, DSYS has adjudged the service provider as a successful Bidder and issued Letter of Award (LOA) No. [•] dated [•] for the same;
- iii) the service provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the service provider is being engaged to provide the required services for a period of [•] years on the terms and conditions set forth in this contract;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the service provider and DSYS shall be as set forth in this contract, in particular:

- (a) The service provider shall provide out the services in accordance with the provisions of this contract; and
- (b) DSYS shall make payments to the service provider in accordance with the provisions of this contract.

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (d) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (e) All the terms and conditions as per the NIT No. **SYS-OE-OE-0016-2021/5316** dated 22nd June 2021 (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of DSYS

For and on behalf of M/s.

(Authorized Representative)

(Authorized Signatory)

Name:

Name:

Designation:

Designation:

Sports & Youth Services Department

Name of the service provider:

C-1, Nayapalli, Bhubaneswar-751012

Address:

In presence of the following witnesses

Name:

Designation:

Sports & Youth Services Department

C-1, Nayapalli, Bhubaneswar-751012

Name:

Designation:

Name of the service provider:

Address:

Annexure 3: Format for Power of Attorney

(To be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the NIT no. **SYS-OE-OE-0016-2021/5316** dated 22nd June 2021 published by the Sports & Youth Services Department, Govt. of Odisha for Rendering of Security Services, including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20[•].

For

Witnesses

.....
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Annexure 4: Price Bid Format

#	Description	% In words	% In figures
1	Service Charge as % of the deployed Total Security Manpower Cost (Sl. No. 6.2 of Special Conditions of Contract) (Excluding outfit allowance, annual training allowance)	To be quoted	To be quoted

Note:

- I) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- II) Service Charge quoted by the Bidder shall cover profit, insurance, medical expenses, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as bonus, gratuity, Leave/ Holidays Salary, casual leave, sick leave, holiday wages and any other cost that the Bidder envisages except for the reimbursements that DSYS shall provide as clearly mentioned in the tender document.
- III) Also Refer Clause 5.2.5 of Special Conditions of Contract

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

(To be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

**Annexure 6: Check-list for the Techno-Commercial Bid
(To be enclosed with the Techno-Commercial Bid)**

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Clause 7 and Clause 8.16)		
2	Incorporation related documents -(Refer Clause 7.3.1 and Clause 8.16)		
3	Tax related documents (Refer Clause 7.3.2 and Clause 8.16)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Document Cost		
6	Bid Security Declaration – Annexure 9		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Other Documents towards fulfillment of Eligibility Criteria as per Clause 7		
11	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.27		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To

Sports & Youth Services Department, Govt. of Odisha

C-1, Nayapalli, Bhubaneswar, Odisha – 751012

Sub: Mandate for payment through electronic mode i.e., EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Sports & Youth Services Department through electronic mode i.e., EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold DSYS responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

Annexure 8: Format for Performance Security

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and Sports & Youth Services Department having its office at C-1, Nayapalli, Bhubaneswar – 751 012 (“DSYS”) has issued a Letter of Award (LOA) dated (the “LOA”) whereby DSYS has agreed to engage the Agency for (the “agreement”).
- (B) The LOA requires the AGENCY to furnish a Performance Security to DSYS of a sum of INR _____/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the “Bank”) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to DSYS upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as DSYS shall claim, without DSYS being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from DSYS that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that DSYS shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between DSYS and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.
 3. In order to give effect to this Bank Guarantee, DSYS shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by

their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for DSYS to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
5. DSYS shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by DSYS against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to DSYS, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by DSYS of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of DSYS or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by DSYS in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by DSYS on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of DSYS under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of DSYS in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of DSYS that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by DSYS pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (ANDHRA BANK, DSYS CAMPUS BRANCH, BHUBANESWAR, IFSC Code ANDB0001059)

Signed and delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: Format for Bid Security Declaration

<Letter head of the Bidder>

<Letter No. _____ Date: _____>

Bid No: _____

To

Sports & Youth Services Department, Govt. of Odisha

C-1, Nayapalli, Bhubaneswar, Odisha – 751012

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
2. We accept that DSYS shall suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by DSYS: or
 - (b) having been notified of the acceptance of our Bid by DSYS prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by DSYS.
 - i. Failure to furnish the Performance Security in accordance with the ITB/Terms of the Bid Document/RFP; or
 - ii. Fail to agree to the decisions of the contract negotiation meeting: or
 - iii. Failure / refusal to execute the Contract.
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, (i) upon the notification of the name of the successful Bidder through award of contract or (ii) after the expiry date of the Bid validity.

Name of the Bidder.....

Name of the person duly authorized to sign the Bid on behalf of the Bidder*

Title of the person signing the Bid

Signature of the person named above

Date signed day of.....

* Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.