

**THE ODISHA STATE COOPERATIVE MILK
PRODUCERS' FEDERATION LTD.,
D-2, SAHIDNAGAR, BHUBANESWAR-751007.**

**TENDER DOCUMENT FOR DEPLOYMENT OF
SECURITY PERSONNEL
AT OMFED**



31, March, 2023

Cost : **Rs.1000.00**
(18% GST Extra)

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THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.,
D-2, SAHID NAGAR, BHUBANESWAR-751007.
Tel .No. 0674-2540273 / 2546030 /2544576 / 2546121 / 2540417

Ref. No: 40/HRD/SS/23

Date: 31.03.23

TENDER NOTICE FOR ENGAGEMENT OF SECURITY AGENCIES

Sealed Tenders are invited from registered reputed and experienced Security Agencies for deployment of Security personnel at Omfed Corporate along with all Dairies/ Units (details can be seen in Tender document) .

Tender documents shall be made available at Omfed Corporate Office on payment of Rs.1000.00 (GST extra) in Cash / Demand Draft in favour of OMFED payable at Bhubaneswar on any working day between 1000 hours to 1400 hours from Dated 31.03.23 to 11.04.23 or can be downloaded from website www.omfed.com . The cost of Tender Paper of Rs. 1000.00 +18% GST in shape of Demand Draft must be accompanied with sealed tenders which will be received upto 14:00 hours on 11.04.2023 and shall be opened on the same day at 16:00 hours at Omfed Corporate Office in the presence of interested participant bidders.

The corrigendum, if required, shall only be published in OMFED website but not in any other media/newspapers

OMFED reserves the right to cancel any or all the offers without assigning any reason thereof.

For details, please visit our website www.omfed.com.

Managing Director

Eligibility Criteria for Empanelment of Security Agency (SA)

(I). Essential Criteria:

Security Agency & the Promoter/Key personnel/Officials of the Security Agency should comply with the following criteria:-

1. The bidder should be a registered and bonafide Security Agency.
2. Photo copy of valid labour license obtained.
3. Indian citizen/ entity constituted under Indian Law.
4. No disqualification such as removal /dismissal from enforcement related to earlier service or cooling period, if any granted, is not over.
5. Not convicted of any offence and sentenced to a term of imprisonment.
6. Not been found guilty of misconduct in professional capacity or offence involving moral turpitude or otherwise.
7. Not an un-discharged insolvent.
8. Possesses PAN Card /GSTIN as applicable.
9. Possesses ESI & EPF Registration No.
10. Possesses appropriate infrastructure, supporting information technological systems, professionals and consultants.
11. Not blacklisted by any other organization nor any complaint filed against the firm before CBI /Serious Fraud Investigation Cell/ Court.
12. The bidder should not have black listed by Omfed for reason for any Unit (s) of Omfed.
13. The bidder should not have unsatisfactory performance record in any Unit of OMFED.
The bidder should give such an Undertaking/ declaration.

II. Other Criteria:

- i. Minimum experience of three years as SA service provider.
- ii. Completed at least three assignments successfully as Security Agency during immediately preceding 3 years.
- iii. No complaints pending against Security Agency and/ or any of its employee/ associates / agency etc. before Police and also not involved in court cases especially in the matters, which are in deviation to the extant guidelines.
- iv. The registration of the agency shall be at least three years old.
- v. The promoter/key personnel/ officials of the SAs shall be at least graduates from any reputed organization.
- vi. The SA shall hold a valid license issued by the Home Department as per State Laws and also any other registration as required under State Laws and also membership of professional body, if any.

THE ODISHA STATE CO-OP. MILK PRODUCERS' FEDERATION LTD.,
D/2, SAHID NAGAR, BHUBANESWAR-751 007.
PHONE: 0674 – 2540273/2546030/2544576/2546121/2540417

TENDER CALL NOTICE

Sealed tenders are invited in two bids system from reputed and experienced Security Agencies having minimum turnover of **Rs. 50 Lakhs** per annum for last three consecutive financial years and having valid ESI, EPF, GST registration to deploy trained and well equipped security personnel for round the clock watch & ward services.

TENDER PERIOD: For a period of 03 (Three) years. Dairy the period, the contract will be renewed every year subject to satisfactory performance.

Tender Job Description-

Deployment of trained and well equipped security personnel for round the clock watch & ward services in different establishment of the federation as per requirements hereunder which may vary as per requirement if any, to be intimated whenever need so arises.

Sl.No	Name of Unit	EMD (Rs.)	Sec. Guard (Civilian)	Supervisor	Security Officer (Ex-serviceman)	Total
1	Omfed Dairy, Arilo	50,000	33	02		35
2	Omfed Corporate Office	5000	4	1		5
3	Bhubaneswar Dairy(C.S Pur)	5000	3			3
4	OMTDC, Jagannathpur	5000	6			6
5	Sambalpur Dairy	15000	12	2		14
6	Dhenkanal Dairy	5000	6	1		7
7	Balasore Dairy	15000	12	2		14
8	Bhawanipatna Dairy	5000	6	1		7
9	Keonjhar Dairy	5000	7	1		8
10	Berhampur Dairy	15000	10	1		11
11	Rourkela Dairy	15000	10	1		11
12	Jaypore Dairy	5000	6	1		7
13	Cattle Feed Plant, Radhadamodarpur	15000	13	1		14
14	Salapada Dairy	15000	10	1		11
15	Angul Dairy	5000	8	1		9
16	Cattle Feed Plant, Jagannathpur	5000	4			4
17	Sone pur	5000	4			4
	TOTAL		154	16		170

1. Cost of tender form : **Rs.1180.00** (including GST), down loaded tender documents must be Accompanied with cost of documents in the shape of D.D. in favour of OMFED.
2. Time of issue of tender forms : From 10.A.M. to 5.00 P.M. from 31.03.23 to Dated 11.04.23 at 2.00 P.M.

For Tender form & other details
Please visit to our website
www.omfed.com

3. The last date for submission of tender forms : Dated 11.04.2023 at 2.00 pm
4. The date/time for opening of tender form:

Tender forms will be opened at 04:00 P.M. on 11.04.2023. If this date fixed for opening of Tender is declared as a holiday unexpectedly, then the tenders will be opened on the next working day at 3.00 P.M. at the Corporate Office, D-2, Sahidnagar, Bhubaneswar without any prior intimation/notice. The tender participants shall produce all the original documents such as ESI, EPF, PAN Card, Audit Turn Over Certificate and GST Registration Certificates for the evaluation of Technical bids/ Non-conviction Certificate from Police Authority ISO Certificate. After the Technical bid evaluation/scrutiny, the commercial bid covers of the tender participants who passed technical evaluation/scrutiny alone will be opened in a day which will be announced later.

5. Earnest Money Deposit:

The Tenderer shall deposit Earnest Money (Refundable/Adjustable as the case may be) in the shape of A/c. Payee Demand Draft drawn in favour of **“OMFED LTD” payable at Bhubaneswar** along with the Technical Bid which should be an amount equivalent to sum total of Unit-wise EMD specified in the offer document if single Bid submitted by the Bidder for more than one Unit. Cheques, previous E.M.D. & SD/Old dues if any shall not be accounted for towards EMD under any circumstances and the Bid shall be rejected.

The decision of the Managing Director, OMFED Bhubaneswar shall be final, conclusive and binding in all the matters relating to this tender. Managing Director, OMFED, Bhubaneswar has full right to accept or reject the tender fully/partially without assigning any reasons. The tender documents can be downloaded free of cost from www.omfed.com. The down loaded filled in tender documents must be accompanied with the cost of form/documents for Rs 1180.00(including GST) as indicated at Tender Notice.

Managing Director

THE ORISSA STATE CO-OP. MILK PRODUCERS' FEDERATION LTD.
D/2, SAHID NAGAR, BHUBANESWAR-751 007.

SECURITY TENDER 2023-2025

ANNEXURE TO TENDER DOCUMENTS
GENERAL INSTRUCTIONS
for Selection of Security Personnel

It is requested to go through the terms and conditions and the instructions mentioned herein carefully before filling the tender form.

This **TWO PART TENDER** document consists of-

PART-A. : Pre-qualifying Technical Bid.

PART-B. : Commercial bid with price-quoted schedules.

1. Tenderers are to submit TWO PART TENDER (both Part-A, Technical bid and Part-B Commercial Bid)
2. Part-A Pre-qualification/Technical Bid and Part-B Commercial bid should be submitted in two different covers duly superscribed as "Tender for the Deployment of Security Personnel at OMFED Units/Sites(mention name of designated place). Pre-qualifications/Technical Bid in one cover and as "Tender for the Deployment of Security personnel at OMFED Units/Sites (mention name of designated place) Commercial Bid" in another and again put in a larger sealed cover duly superscripted "Tender for the Deployment of Security Personnel at O MFED Units/Sites (mention name of designated place), addressed to the Deputy General Manager (HR), OMFED, Bhubaneswar and submit either in person or by post so as to reach on or before the time and date specified. Tenders received after the specified date and time shall be summarily rejected.

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

3. All the pages in both Part-A Technical Bid and Part-B Commercial Bid should be signed at the bottom of each page without omission by the authorized signatory with name and seal of the firm.
4. The tenderer should submit an undertaking in the prescribed format enclosed along with the Part-A/Technical Bid.
5. The tenderers who submit the Bid in the tender documents downloaded from website, shall also follow the same procedure without fail and they may use suitable covers.
6. The E.M.D. should be in the form of an A/c payee Demand Draft/Bankers' Cheque drawn in favour of "OMFED Ltd" payable at Bhubaneswar, and shall be submitted with the Technical Bid papers along with copies of the certificates like ESI, EPF, PAN Card, GST Registration, Income Tax Return(2019-22), Non-conviction Certificate from Police Authority, ISO Certificate and current Work Orders etc.

7. ESI / Health Insurance for Employees:

Contractor may claim Exemption under Section 90 of The Employees' State Insurance Act, 1948 by providing benefits substantially similar or superior to the benefits provided under the ESI Act.

Health Insurance for Employees (GHI) can be bought where there is no ESI hospital within in specified distance from dairy plant. Premium payable for Renewal should not exceed more than the employer's contribution of ESI.

8. If a firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and will not be considered.
9. Agency/Contractor engaged for providing required service and black listed by Omfed or any other Organization due to reasons whatsoever shall not be eligible to participate in the tender.
10. If the Agency / Contractor was provided their service earlier at Omfed and the performance was not satisfactory due to any reasons whatsoever also not eligible to participate in the Tender.
11. If any bidder is awarded with the work, but does not carry out the work properly, his Security Deposit/EMD shall be forfeited.
12. The Federation and bidder shall make every effort to resolve any dispute/disagreement in connection with the bid amicably by direct negotiation. However, the decision of Managing Director, Omfed will be final & binding in case the disengagement or dispute is not resolved by mutual negotiation.
13. Tender Committee will scrutinize the bids based on the eligibility criteria & technical specification compliance. The technically qualified bidders only will be selected for opening of financial bid.

SIGNATURE OF THE TENDERER

Tender Notice No.

Date:

SI No	Particulars of Technical Bid	Details as per requirement of Tender Conditions
18	PAN No. & Income Tax Return filled for the last two(two) financial years (2019-20,2020-21 & 2021-22)	
19	Annual Turnover of last 3 years (Certificate from Chartered Accountant (2019-20,2020-21 & 2021-22)	
20	GST Registration Certificate alongwith the copy of GSTR-3B return from Jan'23 to March'23 (e-filed return)	
21	Brief details of proceeding for last 3 years experience in Security Agency activity.	
22	First Aid Certificate and fire fighting Certificate, if any	
23	Details of any special Training given to Security Personnel, if any	
24	Whether the agencies would guarantee to make good the loss (or) theft of any articles?	Yes/No
25	Whether all the Statutory obligations are complied with including salary, leave etc., by the firm?	Yes/No
26	Is organization black listed by any organization	Yes/No
27	Whether the Agency to abide by the Agreement, Terms & Conditions of Tender Document. In the event of award of the contract	Yes/No
28	Whether the Agency agrees to give Security Deposit /Performance /Bank Guarantee against warranty obligation	Yes/No
29	Attach undertaking certificate Annexure-I & Annexure-II	Yes/No

Agencies/Bidders not submitting full information/documents at the first instance shall be rejected.

Place:

Date:

SIGNATURE OF THE TENDERER

Full Name:

Seal of the Agency/Firm

Mobile No.

TENDER TO PROVIDE SECURITY COVERAGE

From:

To

The Managing Director,
The Odisha State Co-op. Milk Producers' Federation Ltd.,
D/2, Sahid Nagar, Bhubaneswar-751 007.

Sir,

1. Please find enclosed the schedule with all the columns properly filled in.
2. We have also added..... Page(s) to the schedule document.
3. We shall be bound by a communication of acceptance dispatched by you. Immediately on receipt of this communication and within days thereafter, we shall complete all the necessary formalities like Security Deposit executing agreement form in Non-Judicial stamp paper worth Rs.100/- etc., and confirm the tender.
4. We have also furnished/not furnished the EPF/ESI registration certificate and latest challan receipts and certificates of Registration as a Security Service firm by the Government (Home Department, Govt. of Odisha).
5. We hereby certify that we have thoroughly studied and understood the tender conditions & agreements.
6. We agree that the decision of the Managing Director, OMFED, Bhubaneswar shall be final in any dispute regarding the terms and conditions of this tender.
7. We agree to sole arbitration by the Managing Director, OMFED, Bhubaneswar.
8. We also enclose undertaking in the prescribed format- (Annexure-II).

Place:

SIGNATURE OF THE TENDERER

Date:

Full Name:

Seal of the Agency/Firm

UNDERTAKING

Name and address of the company :
taking part in the tender

1. We M/s..... do hereby undertake to provide the best security services to The Orissa State Co-op. Milk Producers' Federation Ltd for the period between _____, as per the prescribed norms, in the event of being successful in the present tender proceedings.
2. We, undertake to provide..... security personnel as assured, in the age group of 20 to 55 with minimum educational qualification of XIIth Std. Pass, whose E.P.F. subscriptions have been paid till date.
3. We, undertake to provide..... Security Personnel duly trained in Fire fighting and First Aid from the authorities recognized.
4. We are also aware that in the event of failure (on the part of the successful bidder) to comply with the said prescribed norms, suitable action to nullify the appointment will be initiated.

Place:

Date:

SIGNATURE OF THE TENDERER

Full Name:

Seal of the Agency/Firm

Tender Notice No.

Date:

PART-B

(COMMERCIAL BID)

**DEPLOYMENT OF SECURITY PERSONNEL AT OMFED UNITS/SITES,
SCHEDULE OF RATE FOR ANNUAL SECURITY CONTRACT**

A. Furnish the rate quoted with cost analysis for each category as follows:-

Sample Costing (Analysis) with statutory etc for approval only.

Salary Break-up

Sl No.	Post	Categories (wages per 8 hr)	Basic Corresponding to minimum wages (26.5days)	Off reserve for duty in off days (4days)	Statutory contribution etc. on 26.5 days 32.76%	Statutory contribution etc for off days. (4days) 16.25%	Total wages per month excluding service charges	Service charges in absolute amount	Gross Wages Per Month
			(not variable)	(not variable)	(not variable)	(not variable)		(variable.)	
1	2	3	4	5	6	7	8=4+5+6+7	9	10=8+9
2	Supervisor	Skilled Rs.							
3	Security Guard	Semi skilled Rs.							

1. STATUTORY CONTRIBUTION ETC. (26.5 days)

Sl No	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13.00 %
2	E.S.I. Employer Contribution	-	3.25 %
3	Bonus	-	8.33 %
4	Leave Salary	18 days annual	5.66 %
5	N & F Holidays	08 days annual	2.52 %
Total ----->			32.76%

2. OFF DAY (04 Days)

Sl No	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13.00 %
2	E.S.I. Employer Contribution	-	3.25 %

N.B: 1) Selection of party shall be made on the basis of variable component of rates i.e. only on service charges (Column No.9) quoted by the party.

- 2) GST applicable from time to time shall be claimed / reimbursed over and above of the gross wages as mentioned above.
- 3) Applicable Income Tax shall be deducted at source.

Place :

Date :

Signature of Bidder

Full Name:

Seal of the Agency/Firm

Contd....

ESCALLATION CLAUSE:

- If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the column value at (4&5) shall be increased in prorate basis accordingly with same rate with all statutory dues, excluding agency charges & other, if any, which shall be as under,
 - i. If minimum wages increase within contract period of engagement, the column value at (4&5) shall be increased keeping constant the agency charge at same amount,[i.e. the agency charges & other if any, shall be on old rate as if the column value at (4&5) has not been changed for the purpose of service charges].
 - ii. If the period of engagement is extended, without further tender on successful performance and with same rate, then the increase of agency/service charges at column 9 shall be made effective on revised wages with same percentage/rate i.e. of agency charges shall be on old rate.
- The consideration of escalation shall be on claim only.

Place :

Date :

Signature of Bidder

**Full Name:
Seal of the Agency/Firm**

AGREEMENT

THIS AGREEMENT is made on this day _____ of _____ Two
Thousand Twentyone

BETWEEN

the ORISSA STATE COOPERATIVE MILK PRODUCER'S FEDERATION LTD., a Society registered under the Co-operative Societies Act, 1962, having its registered and corporate office at D-2, Sahidnagar, Bhubaneswar hereinafter referred to as "OMFED" (which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and assigns) of the ONE PART

AND

M/S _____

_____ hereinafter referred to as "the AGENT" (which expression shall, unless repugnant to the context or meaning thereof, include their successors in interest and assigns) of the OTHER PART.

WHEREAS OMFED, engaged in the business of production , processing and marketing of milk, milk products and agro-products has decided to engage AGENT for looking after security arrangement of its' properties consisting of Buildings, Plant and Machinery, Money, Vehicles, Steel, Cement and various kinds of stock and stores etc .located at different places

AND WHEREAS the AGENT carrying out the business of security services and having valid license for such activities, has expressed interest to provide security services vide his offer dtd. to safe-guard the properties of OMFED.

AND WHEREAS in consideration of the offer of the AGENT, OMFED has decided to entrust the security arrangement of its properties at ----- to the AGENT on the terms and conditions hereinafter contained.

- 1) The Agreement will be initially valid for a period of (01) One year with effect from _____ with an option for renewal of the same from time to time as per discretion of OMFED on the same or similar terms and conditions or such terms and conditions as may be mutually agreed upon.

- 2) The AGENT shall provide security personnel stated here under as adequate security measures to safe-guard the properties of OMFED , located at the different Units/Site of federation or at as per orders issued from time to time.

<u>CATEGORY OF SECURITY PERSONNEL</u>	<u>No. of person</u>
--	-----------------------------

- | | |
|------|---------------------------------|
| i) | Security Officer(Ex-serviceman) |
| ii) | Security Supervisor/Head Guard |
| iii) | Security Guard |

(The total strength can be increased /decreased as per requirement).

- 3) The security service charges include minimum wages prescribed by the State Govt., PF, ESI, Bonus, Weekly Off, Leave Reserve, National Holidays, Leave Salary, other statutory dues etc. and AGENT's commission & other if any, shall be reimbursed periodically to the AGENT by OMFED at rates specified below:

<u>CATEGORY OF SECURITY PERSONNEL</u>	<u>Service charge payable per month/ person</u> <u>(Excluding GST)</u>
--	---

- | | | |
|----|----------------------------------|----------|
| a. | Security Officer (Ex-Serviceman) | Rs._____ |
| b. | Supervisor/ Head Guard | Rs._____ |
| c. | Security Guard | Rs._____ |

GST applicable from time to time shall be claimed over and above the Service Charges as mentioned above in Point No.03.

There will be no extra payment to the AGENT for additional deployment of security personnel for necessary compliance of statutory requirements like National and Festival Holidays, weekly off & leave reserve since the rates specified above included pro-rata payments therefore.

- 4) The payment towards security service charges shall be released by the concerned Unit Head of OMFED every month on submission of bill by the AGENT.
- 5) The AGENT will provide additional security personnel as and when required by OMFED in exigency on the same rates, terms &, conditions specified in this agreement.
- 6) In exigency the Federation right to order the Agency to reduce the strength of Security Personnel from the existing Work Order as and when required without assigning any reason whatsoever within the agreement period.

- 7) The AGENT may seek pro-rata revision of rates mentioned herein in the event of revision of minimum wages by the Government of Orissa, Labour Department during agreement period and may claim differential payment therefor on acceptance of the proposal for such revision by OMFED, in terms of escalation clause of commercial bid subject to compliance of direction , if any to that effect.
- 8) The AGENT shall have to make payment to the security personnel in the presence of the authorized representative of OMFED or Unit Head concerned by the 7th day of the successive month as per statutory requirements, whether security service charges for the respective period so reimbursed or not to AGENT by OMFED. The payment to the security personnel by the AGENT should not fall short of minimum wages prescribed by the State Govt. and taken into consideration by OMFED.
- 9) The security agency has to provide **ESI, EPF, EDLI Group insurance and other** facilities provided under the contract labour regulation and Abolition Act 1970 to its employees without fail. The security agency shall be solely responsible for all such statutory obligations with respect to its employees and to its engagement. If, due to the lapse of the security agency, the Federation shall have to pay/incur any cost as principal employer and any legal cost, the amount paid/incurred shall be recovered from the agency out of any claim/amount payable to the Agency. The attested copies of deposit challan for having remitted EPF & ESI contributions to the contract workers and details showing the basic pay etc., should be furnished to this Federation every preceding month failing which the security claims of the Agency shall not be entertained for settlement.
- 10) The AGENT shall ensure round the clock service for watch and ward purposes to safeguard the properties of OMFED.
- 11) The AGENT shall comply with all the statutory requirements under various Acts and Rules as applicable to establishments of OMFED, where the security personnel were deployed. In the event of non-compliance the statutory requirements like deposit of PF, ESI and GST etc by the AGENT , the payment of security service charges shall be held up without any notice till necessary compliance made by the AGENT. However, liability of OMFED, if any, on account of non-compliance of statutory provisions by the AGENT, shall be chargeable to the account of the AGENT and shall be deducted from his pending bills.

- 12) The security personnel of the AGENT shall not be allowed by OMFED to work more than the prescribed working hours i.e.; eight hours/ day or forty-eight hours in a week. However, under certain compelling circumstances like sickness of the security personnel on duty or proceeding on leave on compassionate ground only or as situation requires permission may be granted by OMFED or on its behalf by the Unit Head or Authorised Officer to carry out the overtime for a specified period of time. The AGENT shall, however, make every effort to arrange for substitute within Seven days time, or as per directives issued by Plant Manager/ Authorised Officer. No deduction shall be made for such type of overtime/extra hour or duty ,but no overtime wages shall be payable for such duties.
- 13) The protective guard service should be provided round the clock from zero-zero hours by the AGENT on all the seven days in a week. Necessary deduction equivalent to two days charge, shall be made from the bills of the AGENT for every single absence of the security personnel deployed by the AGENT or if any guard is found sleeping/ negligent in discharging his duties. The decision of Managing Director, OMFED shall be final and binding in all such cases.
- 14) The AGENT at their own cost, will provide necessary uniform, shoes, torch-light (including cells), rain coat, white paper,cycle and such other materials besides Attendance, Duty & Visitors Registers that may be required from time to time by the personnel of the AGENT to perform duty effectively and/or as may be considered necessary by the OMFED in this regard.
- 15) The AGENT will also ensure that Security personnel remain detached from the influence of local anti-social elements and do not indulge in any political or Union activities.
- 16) The AGENT shall finalize the actual deployment of staff on different shifts at the gate and for patrolling duty in consultation with the concerned Unit Head, OMFED or his authorized representative or such other authorized Officer.
- 17) The AGENT should deploy personnel, free from any criminal background or any police case and furnish the names and antecedents of all the security personnel at the time of deployment along his declaration that no criminal case is pending against him. All the deployed personnel should be provided with photo identity card and should have P.F. & ESI number, which shall have to be recorded in the movement/placement order as well as in wage sheet.

- 18) The Agency shall produce the service discharge books in respect of the Ex-serviceman before deploying them in support of their identity, age, eligibility etc.
- 19) The AGENT shall ensure changes of security personnel at least once in a period of 03(three) months to get rid of unscrupulous nexus, which may affect the very purpose of such security arrangement of OMFED.
- 20) The AGENT shall make good the losses sustained by OMFED attributable to the negligence of the security personnel or due to the involvement of the security personnel.
- 21) The security personnel provided by the AGENT shall maintain discipline inside the campus and shall not work under influence of alcohol or prohibited drugs and shall behave in a decent manner to OMFED staff, officers and visitors as well.
- 22) The AGENT will ensure that no local person is retained or employed as security personnel for security arrangement of properties of OMFED, where such properties are located.
- 23) The Agreement is commercial one and does not create any employer-employee relationship between the OMFED and the AGENT. The OMFED shall not be liable for any statutory requirement under different labour legislations, Wage, PF, ESI, & GST etc. as per rule as far as the employee of the Agent are concerned. The AGENT shall deploy all categories of well-trained security personnel possessing necessary training certificate, not exceeding fifty five years of age.
- 24) The AGENT in terms of this AGREEMENT shall perform duties as under:
 - i) Check/ prevent entry of unauthorized persons to the guarded premises of OMFED.
 - ii) Prevent tampering of doors and windows, locks of the Go-down / cold store/ office etc by the miscreants if so apprehended and unauthorized removal of any goods, machinery, stock and stores from the guarded premises.
 - iii) Ensure nobody interferes in the smooth entry and exit of vehicles, visitors and staff and goods to and from Plant/Units/Office premises.
 - iv) Check the vehicles both in-coming and out-going without any exception. In the event of any foul play and mischief apprehended, the person/s so involved should be handed over to the Police with a complaint and the copy of the complaint shall be submitted to the Managing Director, OMFED or his authorized representative immediately after the incident.
 - v) Bring to the notice of the Managing Director, OMFED or his authorized representative of any irregularity that may come to the notice of the security personnel deployed by the AGENT. Any failure/default in this respect will be Agent's responsibility.

- vi) Control movement of men and materials coming in or going out by inspection at appropriate positions, maintaining suitable record and as per direction issued from time to time.
 - vii) Ensure nothing is taken out of the Plant/ Units/ Office premises besides the materials permitted to be taken out with written permission of authority.
 - viii) Ensure under no circumstances, materials without challans are entertained at the Gate Office.
 - ix) Collect Gate Passes signed by authorized persons of OMFED in respect of movement of men and materials and stop use of obsolete and old Gate Passes. A complete record of Gate Passes is to be maintained and these should be presented to the Plant/ Unit Manager for signature at regular intervals.
 - x) Allow only authorized visitors and also record their in and out time in the register earmarked for visitors and also guide the visitors properly, if required.
 - xi) Regulate the entries of Contractors as well as their workers as per the procedure prescribed by OMFED. Further, check and record the appliances, tools, plants and vehicles brought by the Contractors for use inside the guarded premises.
 - xii) Attend the telephone calls while the office is closed and convey all messages to the concerned Company officials.
 - xiii) Lock and open all office rooms, switch on/off lights, air conditioners, Coolers and all other electrical items.
 - xiv) Ensure removal of security personnel of doubtful integrity and lack of initiative and dedication on the discretion of OMFED and replace suitably.
 - xv) Ensure the security arrangement in such a manner that it no way creates hindrances in receipt as well as dispatch of materials and movement of visitors and vehicles etc.
 - xvi) Ensure employees of the AGENT working in OMFED obey/ follow the instructions and abide by the rules and regulations applicable for the establishment.
- 25) The firm shall maintain regularly, punctually and faithfully the attendance register of the employees employed in the company's campus showing therein the persons attending their duties and he should produce the register as and when required by the company.

- 26) The AGENT shall compensate monetarily, any loss sustained by OMFED as a result of theft or dacoit or pilferage, if it is conclusively proved that the theft or dacoit or pilferage occurred by the security personnel or due to the negligence of the security personnel. Any movement of materials from the campus/premises to outside of the premises without valid challan either by any person or by the security personnel will tantamount to theft, by the security personnel on duty or in connivance with them and the AGENT shall squarely be liable to compensate the same along with penalty in monetary terms decided by OMFED.

The Proprietor of Security Agencies shall visit their site once every month to monitor the security agreement and meet the Unit Heads/Plant manager for any briefing and de-briefing.

- 27) The AGENT shall regularly pursue the matter with Police Authority in the event of any complaint or F.I.R. lodged with the Police Authority by either the AGENT or OMFED on account of theft or pilferage or dacoit or any other untoward incident and report the status of the case to OMFED from time to time.
- 28) The agency shall make a security deposit, as shall be intimated after selection which may be equivalent to one month's gross bill amount, by means of A/c payee Demand Draft/s or bankers' Cheque in favour of "OMFED Ltd.". The security deposit shall be refunded after successful completion of the contract. The claim of refund can be raised by the agency after contract period, which shall be refunded after 3 (three) months from the end of contract period after necessary adjustment / recovery of any amount payable by the agency to the Federation and without any interest. If any loss arises due to negligence on the part of the Agent, OMFED shall deduct such amount from the Security Deposit of the AGENT.
- 29) The Agreement is terminable with one month notice in writing or payment of one month charges from either side during the agreement period. The AGENT shall, however, not leave the security services either during the agreement period or after the period of agreement till alternate arrangement is made by OMFED. In no case, this period shall exceed six months.

- 30) The terms and conditions of the bid document annexed herewith shall be signed by the parties for acceptance of the same as part and parcel of the present agreement if not-contrary to each other. In the event of any contradiction, the decision of Omfed shall be final.
- 31) The AGENT shall at his own expenses return/handover the possession of materials at their disposal to the concerned Unit Head of OMFED or Authorized Representative in a peaceful manner after termination of this agreement.
- 32) In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably, failing such attempt, the same shall be referred to the Managing Director, OMFED by either party, and the decision of M.D., OMFED shall be final.
- 33) As dispute with regard to parties shall subject to the jurisdiction of the Hon'ble High Court of Odisha or of civil court jurisdiction at Bhubaneswar only.

IN WITNESS WHEREOF the parties have executed these presents on the day , month and year first above-written.

For & on behalf of the AGENT

Authorised signatory of
the AGENT
(with seal)

For & on behalf of OMFED

Authorised Representative of
the Orissa State Co-operative
Milk Producer's Federation Ltd.
D-2, Sahidnagar,
Bhubaneswar - 751007.
(with seal)

Signature in presence of :

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

TERMS AND CONDITIONS

- 1) The Agency shall provide the agreed security personnel as per the requirement and order of competent person in charge of the Federation which may vary from time to time as per the actual requirement either more or less than numbers indicated in the invitation to offer document. The deployment shall be for round the clock with shift timings as per the labour laws, detailed hereunder.

The working hours of shift will be as follows:-

I Shift - 06.00 hours to 14.00 hours (6 A.M to 2 P.M)

II Shift - 14.00 hours to 22.00 hours (2 P.M. to 10 P.M)

III Shift - 22.00 hours to 06.00 hours (10 P.M. to 6 A.M.

- 2) The Federation reserves the right to suggest the Agency for replacement of any personnel deployed, on finding him unfit/unsuitable/unruly and/or with behavior not acceptable to the Federation. On written intimation, the Agency is bound to honour the suggestion immediately.
- 3) The agency shall provide the proper identification (certified passport copy with proof of identity and signature etc.) of the personnel to be deployed beforehand in writing to the authority at the place of deployment and subsequently at the time of each change/rotation as the case may be.
- 4) The Agency shall ensure that, the personnel to be deployed shall perform their duties in proper uniform and carry identity to be provided by the Agency with countersigned by the concerned officer of the Federation.
- 5) The security personnel should be adequately trained in fire-fighting and First- Aid treatment and must be of good physique within the age group of 20 to 55 years.
- 6) The duties of the Security Personnel so deployed shall include general checking/searching of all types of vehicle at time of entry/exit from the Unit/Dairy complex and searching of persons including employees, workers and outsiders at the time of entry/exit from Unit/Dairy complex to prevent unauthorized movement of

persons/materials from the premises and to outside of the premises at each and every entry/exit points in such manners as specified hereinafter.

- a. No person, other than the staff/officials of the Federation including Chairman, Managing Director and Visitors authorized by the Plant Manager/Plant-In-Charge shall be allowed to the factory/office premises. The staff of the Federation will be permitted to go inside the Unit/Dairy/Office premises on valid proof of identity provided by the Federation.
- b. No vehicle other than the vehicles of the Federation, Chairman, Managing Director, staff/officers, Milk Route Vehicles, Milk Tankers of the Federation, Milk Tankers of Unions, and of other Federations and the vehicles of the VIP's authorized by the Competent Authority shall be allowed to cross Gate and go into the Unit/Dairy/ Office premises.
- c. No article shall be allowed to come in and go out of the Unit/Dairy/ office premises other than those authorized by way of Gate pass issued by the Officers nominated by Plant Manager/Head of HR Division or any other authorized persons nominated by them and other officers of respective/Marketing Units etc.
- d. All the vehicles leaving the Unit/Dairy/ office premises shall be checked thoroughly, physically and the number of articles/goods should be noted in the daily movement register and to affix security seal on the invoice/challan after due verification of such goods/articles at the time of entering into Unit/Dairy/ office premises etc., The Security Guard or the Head Guard on duty should go to the vehicles and check their contents. The security agency should ensure the correctness/ bonafide of the articles/goods, empty tubs/cans brought inside the Unit/Dairy/ office premises as per the slip entry or records. Due to the lapses of the security personnel/s, if any loss is incurred by the Federation the agency shall be liable to compensate the same.
- e. The Agency shall give weekly/monthly duty of the security personnel to be deployed to the Authorized officer of the Federation and its units specifying the name of person to be deployed, duties and responsibilities of each security Guard/Head guard/ Security Officer/Supervisor and their timings well in advance.
- f. The Agency shall issue tokens/gate pass for the cycles, Motor cycles, Scooters, Mopeds and other two-wheelers brought by the outsiders/visitors

and issue token for each vehicle with due entries in the Register. Agency shall release cycle, Motor cycles and other two wheelers only after receiving back the token issued by them for the particular cycle/Motor cycle/other two wheelers etc., kept at the cycle stand.

- g. The Agency shall arrange for the maintenance of Registers for making entries of all persons entering and leaving the Unit/Dairy/ office premises etc. The Security Agency shall maintain materials in/out Register and other registers prescribed by this Federation.
 - h. The Authorized person/Supervisor of the Agency shall visit the site/sites regularly and for monitoring security activities vis-à-vis the security requirement, and shall have regular consultation/meeting with the concerned Unit Head/Plant Manager for proper security cover.
 - i. The Agency shall be solely responsible for any theft or missing of articles or any other property of the Federation. If any personnel of the Agency found involved in activities incompatible to the job assigned, illegal activities within the premises like theft of products/any articles/assets of the Federation without proper document. Found pilfering milk/milk products alongwith the Crates, a minimum penalty of Rs.500/- or 10 times of the cost of products/articles, whichever is higher will be imposed and recovered from the agency.
 - j. The agency shall also be held responsible if the security personnel in connivance with staff/employees of the Federation/outside staff of the transport vehicles indulged in activities mentioned at (i).
 - k. The security guards, Head Guards etc posted by the Agency shall be under the administrative control of the Security Agency and their operational control shall be duly undertaken in close consultation with authorized officer of the Federation/premises.
 - l. In case any accident, the compensation as levied upon the Competent Authority under Employees Compensation Act shall have to be paid by the Security Agency to Legal Heir of the deceased or the person concerned in case of partial or total disablement.
- 7) The Agency/Contractor shall immediately rectify the any short-fall or lapses on the part of the Security guards/Head guards deployed and arrange to replace them on receipt of intimation to that effect from the Authorized Officers or concerned Unit Heads of the Federation.

- 8) The Agency shall arrange to provide substitute for weekly-off days and leave of absence of the security personnel deployed by them without any extra payment for such substitutes.
- 9) The Agency shall make necessary arrangements for frequent regular surprise visit and check by the supervising staff. The authorized officers will also make surprise inspection of the security arrangements, availability of security personnel/staff and report the short fall or lapses on the part of the security wing to the agency from time to time. The contractor shall take needed action immediately to rectify the shortcomings including replacement of personnel if required.
- 10) In the event of the agency not being able to provide needed requirement of guards/personnel, the Federation shall have the right to impose penalty and deduct the penalty from the security charge claim as under.
 - i. Non-deployment of Security Officer - Rs.800/- per man days.
 - ii. Non-deployment of Civilian Guard - Rs.500/- per man days.
 - iii. Sr. Supervisor/Supervisor - Rs.600/- per man days
- 11) Apart from the duties/responsibilities expressed hereinabove for the agency, the security personnel shall be instrumental for proper verification of loading and unloading of milk/products/crates etc. on arrival and departure of vehicles meant for the purpose efficiently and within time. Any irregularities such as unauthorized loading, loading more than the authorized quantities, certifying more than the quantity unloaded shall attract penalty. The penalty shall be the double the amount of the lapse committed, on finding by the authorized officers of the Federation/Shift in-charge/Plant Manager either on surprise checking or on regular checking, if found to be out of unscrupulous activities of the guards/personnel of the agency in charge.
- 12) The Federation reserves the right to order the agency to discontinue any of the personnel of the agency without assigning reasons whatsoever. On such order the agency shall immediately arrange a replacement.
- 13) The agency shall arrange for job rotation of the security personnel so as to ensure that no person is allowed to continue in the same area of responsibility for a longtime except on special cases with due permission/consent of competent authorities of the Federation.
- 14) The person to be deployed by the security agency shall be well paid as per the law of land applicable.

- 15) The Agency shall not deploy any Ex-employee of the Federation for security work under the agreement.
- 16) The Agency shall ensure that no security personnel deployed under the agreement can form any union/association or participate in any association/union directly/indirectly related to the activities of the Federation and make any demonstration against Federation.
- 17) The security personnel to be deployed under the agreement shall be the employee of the agency to be engaged, and under no circumstances their services shall be hired under an impression of future absorption in the Federation.
- 18) It shall be competent for the Plant Manager/In-Charge/Officer appointed by the Federation to give suggestions/instructions from time to time to the security personnel deployed by the Agency on all matters relating to the Security arrangements, procedure and manner of checking of the movement of men and materials etc., and the security personnel deployed by the Agency shall comply to such instructions and report all matters, corresponding to the responsibility assigned, to the said officer of the Federation for the smooth functioning.
- 19) The Federation shall lock and seal the stores, training centre in the presence of the staff of Agency each day and open the same along with the Agency's staff on the next working day. The Federation shall take a list of items, articles in the training centre with the Agency staff and give a list to them before locking the centre and on the next working day when the same is unlocked verify the items along with the Agency staff and the Agency will be solely responsible for the missing items or articles and it is liable to make good such loss sustained by the Federation.
- 20) The agency shall be held responsible for any loss/damage caused to the Federation and the cost thereof shall be recovered from the claim of the agency in the event of any such loss or damages sustained by the Federation due to theft/burglary or pilferage of articles materials and properties of the Federation or unprofessional conduct of the personnel deputed/engaged by the agency or due to lapse of the agency or due to unholy nexus between the personnel of security agency and the Federation.
- 21) The Agency shall volunteer for formation a committee consisting of its' nominee/s and officers of the Federation to determine the loss/damage caused to the Federation due to the unprofessional act expressed hereinabove and due to the act incompatible to the job entrusted to the agency not expressed herein after due enquiry into the matter and send a

- report to the Federation for recovery and subsequent action. If any complaint is required to be lodged with the police, the agency shall co-ordinate with the exercise and all legal cost to be incurred by the Federation shall be recovered from the agency.
- 22) The Agency shall be liable in the event of detection by the Federation Officials of any excess quantity of Milk sachets or products loaded for dispatch in excess of the indented quantity after the security check by the staff of the Agency and the Federation shall impose a fine of minimum of Rs.500/- or double the cost of excess quantity whichever is higher on the security Agency and recover from the Security Bills of the Agency besides non-payment / deduction of service charge in respect of the concerned Security Personnel on duty for that date or at the time of occurrence of such lapses.
- 23) In case-
- i. Any Agency Security Guard is found sleeping/found misbehaving while on duty, or
 - ii. Any security guard is not found on duty/s, not available at the earmarked place of duty/spot, or
 - iii. Any security guard is found in intoxicated condition or using unparliamentarily words/filthy languages including manhandling with others, the personnel found guilty shall be withdrawn by Agency within 24 hours on receipt of complaint from the Federation. Such security personnel shall be replaced immediately by the agency with no additional liability to the Federation on such replacement other than those agreed. In addition the Federation shall not pay the charges in respect of the concerned security guard for that day if he found to be guilty out of preliminary inquiry.
- 24) The initial contract period shall be for one year subject to satisfactory performance, which may be extended up to three years on good performance in every year either on same or changed mutually agreed terms and conditions.
- 25) The agency shall have to execute an agreement if so selected after successful bidding **and the stipulations made herein shall form part and parcel of the said Agreement if not specifically indicated therein.**
- 26) In case of any accident the compensation levied upon by the Competent Authority under the Workmen. Compensation Act shall have to be paid by the Agency to the legal heir of the deceased or the person concerned in case of partial or total disablement.

- 27) The Agency shall not transfer or sub-contract or assign the contract directly or indirectly to any other person/agency or shall not have the power to appoint any other sub-agent.
- 28) In the event of the Agency not being able to provide security arrangements on demand, the Federation shall have the right to engage any other agency to fulfill the temporary requirement, and shall have the right to recover the additional expenditure incurred from the claim of the agency.
- 29) The security agency shall also furnish additional security deposit if any demanded by this Federation to cover the extent of responsibility of the contractor in respect of statutory requirements, employee welfare and indemnify against loss due to negligence on the part of the Agency.
- 30) The security agency shall be required to cover all its guards/personnel to the Federation with adequate insurance coverage including Fidelity insurance of each individual, and shall submit the attested copy of proof to the concerned officials of the Federation.
- 31) The Federation is not liable for any employment, and conferment of permanency for the Agency security persons.
- 32) The Agency shall be responsible for any accident/ natural illness/injury of the security personnel while performing duty but not the Federation.
- 33) In case of any dispute relating to-
- i. any clarification to this agreement,
 - ii. any decision out of inquiry to misconduct expressed hereinabove,
 - iii. any other matter,
- the decision of the Managing Director of the Federation shall be final and binding to both the parties.
- 34) Any dispute with regard to parties shall subject to the jurisdiction of the Hon'ble High Court of Orissa, Cuttack or the civil courts at Bhubaneswar only.

For & on behalf of the AGENT

Authorised signatory of
the AGENT
(with seal)

For & on behalf of OMFED

Authorised Representative of
the Orissa State Co-operative
Milk Producer's Federation Ltd.
D-2, Sahidnagar,
Bhubaneswar - 751007.
(with seal)

MISCELLANEOUS

- i. The tender received without earnest money shall be rejected.
- ii. Tenders received in late, not in proper sealed cover, received telegraphically & conditional or not confirming with the above conditions or not complete in all respect shall be rejected.
- iii. Issuer reserves the right to reject all or any tender without assigning any reasons thereof. Tender documents are non transferable.
- iv. If there happens to be a holiday on any of the dates mentioned herein, the transaction will be made on the next working day. Issue of tender documents does not mean that Agencies are considered qualified.
- v. The Issuer reserves the right to alter the qualifying requirements.
- vi. Fee for tender documents is neither transferable nor refundable.
- vii. The details of work specification etc can be seen in the office of the undersigned on any working day.

Place :

Date :

Signature of Bidder

Full Name:

Seal of the Agency/Firm