

TENDER ENQUIRY DOCUMENT

FOR
SECURITY & MANPOWER SERVICES

ORISSA DRUGS & CHEMICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)

Tender Enquiry No:
ODCL/P&A/2022-23/01

ORISSA DRUGS & CHEMICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
CIN U2423210R1979GO1000821
1,Mancheswar Industrial Estate,Bhubaneswar-10
PHONE: 0674-2580250
URL: www.idplindia.in
Email: odclbbsr.govt@gmail.com

ORISSA DRUGS & CHEMICALS LIMITED
1, Mancheswar Industrial Estate – Bhubaneswar – 751 010.

Tender Enquiry No. : ODCL/P&A/2022-23/01

Dated:02.08.2022

NOTICE INVITING TENDER

1. Sealed Tenders are invited from reputed and financially sound Security Agency /Service providers for supply of security /Civilian personnel, as per requirement indicated in the tender documents in ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010. Tender document can be obtained from Administration Department, ODCL Plant, 1, Mancheswar Industrial Estate, Bhubaneswar- 751010 between 11 A.M. to 4. P.M. on all working days w.e.f. 02.08.2022 to 22.08.2022. Interested parties, fulfilling eligibility criteria are requested to submit duly filled tender documents in two bids system i.e. Technical Bid and Financial Bid specifying clearly on the Covers. Tender document can also be downloaded from our website www.idplindia.in. Bids shall be submitted on or before 14:00 Hrs on 22.08.2022 and Technical Bid will be opened on the same date at 15:00 Hrs. Opening of Price Bid /Financial bid will be informed later only to the bidders qualifying in Technical Bid(22.08.2022) evaluation.
2. Interested tenderers may obtain Tender Enquiry Documents may be purchased on payment of non- refundable tender fee of Rs. 1000 + Rs.180/-(GST@18%) per set in the form of cash or account payee Demand Draft/Pay Order/Banker's Cheque, drawn on a scheduled bank in India, in favour of "Orissa Drugs & Chemicals Limited" payable at Mancheswar,Bhubaneswar.
3. In the event of any date of receiving / opening tenders, being declared as a holiday /closed day for ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010 the tenders will be received/opened on the next working day at the same time.
4. Bidders shall ensure that their tenders complete in all respects, are dropped in the Tender Box placed at Reception of ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010 on or before the closing date and time failing which the tenders will be treated as late tenders and rejected. The tenders sent by post/ courier must reach the above said office address on or before within the closing date & time failing (22.08.2022 upto 2:00 PM) which the tenders will be treated as late tenders and rejected.
5. The Bidders should have all valid Statutory Registrations(its establishment) i.e Labour License , E.S.I., E.P.F code registration with Labour Department, license to engage of private security services, Valid issued by Home Dept. Govt of Odisha, PAN No.,GST No. and CIN No. etc.
6. The Tender Documents are not transferable.
7. The approximate value of contract is Rs 24.00 Lacs per annum & EMD amount Rs.48,000/-
8. The initial contract period shall be for a period of One year and may be extended by another one year depending on requirement and performance of the firm.
9. All Tenders must be accompanied by EMD as mentioned in serial no 6 above. Tenders without EMD shall be rejected.
10. The tender documents should be submitted orderly basic a s per the checklist **SECTION-VIII**.
11. Any dispute arising out of the advertisement shall be subject to the sole jurisdiction of Odisha courts.

Asst Manager (Q.C.)
ODCL Plant, 1, Mancheswar Industrial Estate
Bhubaneswar 751010.

SECTION-I
GENERAL INSTRUCTIONS FOR BIDDERS

1. Receipt of Tender Document:

- Tender documents can be obtained from Administration Department, ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010 from 11.00 hrs to 16.00 hrs on all working days between 02.08.2022 to 22.08.2022.
- Tender document can also be downloaded from company's website i.e. www.idplindia.in.

2. Last date of submission of bid:

- Tender Document, completed in all respect, shall be dropped in Tender box at Administration Department, ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010 up to 14:00 hrs on 22.08.2022.
- The tender documents can be submitted in person or through courier/ post to reach within the stipulated date and time. ODCL will not be responsible for any postal delay.
- The bidders are to drop the tenders in the tender box kept for this purpose at Administration Department, ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010
- The bidders must ensure that they drop their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day, the tenders will be received up to the appointed time on the next working day.
- A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored/Not consider.

3. Opening of bid:

- Technical Bids of this tender will be opened at 15:00 hrs on 22.08.2022.
- Date and time for opening of Price Bid shall be informed later, to parties who qualify in technical bid evaluation.
- In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.
- Authorized representatives of the bidders, who have submitted tenders in time may attend the tender opening provided they bring with them letters of authority & with ID card from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding bidder's names and addresses.

4. Earnest Money Deposit:-

- An EMD of Rs48000/- (Rupees Forty Eight Thousand Only) in shape of Bank Draft from any scheduled bank, in favor of Orissa Drugs & Chemicals Limited, Mancheswar Bhubaneswar, payable at Odisha, must be attached with the technical bid.
- EMD may be furnished in form of Bank Guarantee issued by any scheduled bank in India for Rs48000/- (Rupees Forty Eight Thousand Only). Bank guarantee shall be unconditional and valid for minimum six months from the date of opening of Technical Bid. (as per Section-VI)
- Technical bid without EMD will be liable to rejection.
- Unsuccessful bidder's earnest money will be returned without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of Security Deposit from that concerned bidder.
- Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Company. The successful bidder's earnest money will be forfeited without prejudice to other rights of the Company if it fails to furnish the required Security Deposit within the specified period.

5. Eligibility Criteria/ Proof of Eligibility:-

The parties who will qualify for participating in the tenders must fulfill followings:

- Average Annual Financial turnover for supply of manpower & security services during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
OR
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
OR
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- Similar work means:- Satisfactorily completed contract (for minimum one year) for providing of manpower & Security personnel in Central Govt. Dept./State Govt. Dept./PSUs/Autonomous. (a satisfactory execution certification must be enclosed for each work from the contractor)

- Those agencies blacklisted or debarred either by Govt. or any public sector undertaking will not be eligible for tendering. Concealing of such facts shall result in ipso-facto termination of services of the agency, without notice, at any stage of the contract, if executed.
- The Bidder should be registered with designated authority under following Acts & the Contractor/agency is required to submit a clear readable copy of each registration issued to them.
 - i) The Employees Provident Fund Act.
 - ii) Goods and Service Tax Act.(GST)
 - iii) Employees State Insurance Act.
 - iv) Registration with Labour Deptt, Odisha
 - v) License to engage of private security services, Valid issued by Home Dept. Govt of Odisha.

6. List of documents (Bids without Below documents are liable to rejected.)

Technical Bid should consist of following documents:-

- Labour contractor/ Service providers must have following valid statutory Registrations wherever applicable.
 - Registration with EPF-
 - Registration with ESI –
 - Registration with Labour Deptt, Odisha /Contractor Labour License
 - Registration of GST.
 - PAN Number (with proof- self attested)
 - CIN no. (with proof- self attested) in case of company registered.
- Tender document for both manpower & security duly signed and stamped on each page by authorized signatory, as token of acceptance of terms & conditions.
- Profile of Bidder (Section VII) as per numbering of enclosed page.
- In case purchased the tender paper from Admin. Office of ODCL ,Cash receipt issued by Finance department of ODCL Plant, Mancheswar Bhubaneswar for cost of tender or DD of Rs.1000 + Rs 180/(GST@18%) from any scheduled bank, in favour of “Orissa Drugs & Chemicals Limited” payable at Mancheswar Bhubaneswar, (in case tender document is downloaded from website.)
- EMD as mentioned clause 4 sec-1.
- Power of Attorney/Authorization in favour of signatory of Tender documents.
- Last three years audited financial statements (balance sheet and profit/loss a/c) and income tax returns for the last three financial years certified by C.A..
- Copy of work order / agreement (with complete schedule) and certificate for satisfactorily execution of the same work, to prove eligibility as per clause no 5 mentioned above.
- List of organizations where security services were rendered in last three years/are being rendered by the bidder, along with length/period for which GST is being provided and the nature of service.
- Copy of form VI government of Odisha regarding license to engage of private security services issued by Home Dept. Govt of Odisha or empanelled from DGR.
- An affidavit, showing the bidder is free from any litigation, particularly disputes in payment of manpower & Security salary as applicable to him, taxes/duties etc.
- The contractor should have its own bank account in nationalized bank, Xerox copy of bank account details to be enclosed.

SOME IMPORTANT POINTS FOR BIDDERS:-

- Tender documents for both manpower & security must be numbered, indexed, signed & stamped by Authorized Person on each page.
- Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document
- Price Bid should be submitted for supply of Civilian manpower & security as per the Price Bid Format at **SECTION- V.(Cover B)**
- If the contractor has not quoted the rate for any item(s), it is considered as incomplete tender and tender cannot be accepted unless otherwise specified, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract. Offer with price variation clause will be rejected.
- Price Bid should consist of bidder’s quoted rates for supply of manpower & security duly signed and stamped by authorized person.
- A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- Tender sent by fax/telex/cable/electronically shall be ignored.
- Bidders are advised to go through all the contents of bid document with due care to avoid rejection of their bids due to overlooking the bid’s required documents and terms & conditions.
- Cutting/modification/overwriting in the tender document will not be accepted.
- Canvassing in any form whether directly or indirectly, in connection with the bids in respect of manpower & security is strictly prohibited and the bid submitted by the bidders who resorts to canvassing shall be liable to rejection.

- If a firm/bidder quotes impractically low Administrative/Service charges i.e. less than 1% of the rate per month per person bid shall be treated as unresponsive and will not be considered. And, if qualified bidders quote same value service charges then the successful bidder will be selected on the basis of their last three years positive in respective of manpower & security financial turnover.
- No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
- The bidder is required to enter into agreement for manpower & security as per the prescribed format contained in **Section-III** of tender document & this bid document shall form a part of the contract agreement.

7. TENDER VALIDITY:-

- The tenders shall remain valid for acceptance for a period of 90 days (Ninety Days) of both civilian manpower & security after the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected. In exceptional cases, the bidders may be requested by ODCL to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day, the tender validity shall automatically be extended up to the next working day.

8. ACCEPTANCE

- The work shall be awarded to lowest bidder (L-I), promptly after opening of tenders as the Company will undertake a detailed study and appraisal of the tenders submitted. In case of more than one bidders become the same L-I, then final L-I bidder will be decided by taking into careful consideration the tenderer's price and such other factors (highest financial turnover) is deemed to be applicable for awarding the contract. For any discrepancy, the ODCL management decision will be the final decision.

9. RIGHTS

- The Company reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender documents and forms), if it appears to be in his best interest to do so.
- The Company reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected tenderer.
- At the time of awarding the contract, the Company reserves the right to increase or decrease the quantity mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the tenderer.
- If the quantity has not been increased at the time of the awarding the contract, the Company reserves the right to increase the quantity mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

10. BIDS SHOULD BE SUBMITTED IN SEALED ENVELOPES AS MENTIONED BELOW:

Cover (A) Sealed envelope consisting of all the documents for supply of manpower & security personnel as required as per this tender document. All the documents should be self attested and stamped by authorized person. Cover should be superscripted as "COVER-A" "Tender No. ODCL/P&A/2022-23/01 Dated: 02.08.2022 "Technical Bid".

Cover (B) Sealed envelope consisting of Price Bid/s, for supply of manpower & security personnel as required as per this tender document .Cover should be superscripted as "COVER-B" "Tender No. ODCL/P&A/2022-23/01 Dated: 02.08.2022 "Price Bid".

Cover (C) Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as "COVER-C" "Tender No. ODCL/P&A/2022-23/01 Dated: 02.08.2022.

11. SECURITY DEPOSIT

- The Successful Bidder shall furnish to ODCL and interest free Security Deposit for supply of manpower & security personnel of an amount Rs 1,20,000/- (Rupees One lakh Twenty Thousand only) in the form of Demand Draft drawn on Scheduled Bank in favour of Orissa Drugs & Chemicals limited, Bhubaneswar within 15 days of the receipt of the LOI along with Draft Agreement. The Security Deposit shall be accompanied by two copies of the Agreement. This shall be followed by signing of the Agreement with ODCL, within seven days of the receipt of Security Deposit.
- The proceeds of the Security Deposit for both manpower & security personnel shall be payable to ODCL as compensation for any loss resulting from the Bidders failure to discharge its obligations under the contract Agreement.
- The Security Deposit for both manpower & security personnel will be discharged by ODCL after successful completion of the contract period.
- Condition of Security Deposit may be waived for Govt. Departments.

12. Discrepancies in Prices

- If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the

total price corrected accordingly, unless the Company feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to above two points.
- If, as per the judgment of the Company, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Company, the tender is liable to be ignored.

13. CONTACTING THE COMPANY

- From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Company for any reason relating to tender enquiry and/or its bid, it should do so only in writing.
- In case a tenderer attempts to influence the Company in the Company's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Company.

14. ODCL'S RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS

- ODCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ODCL's action.

15. NOTIFICATION OF AWARD

- Before expiry of the tender validity period, the Company will notify the successful tenderer(s) in writing, by email/registered / speed post (to be confirmed by email/registered / speed post) that its tender for the services, which have been selected by the Company, has been accepted, also briefly indicating there in the essential details like description and quantity of the manpower to be supplied and corresponding prices accepted. The successful tenderer must sign an agreement of contract within 15 (fifteen) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.

16. ISSUE OF LETTER OF INTENT (LOI) & SIGNING OF CONTRACT AGREEMENT

- The issue of an LOI shall constitute the intention of the ODCL to enter into a contract agreement with the bidder for providing manpower and security services.
- Within 15 days of issue of the LOI, the bidder shall give its acceptance along with Security Deposit for
- The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of contract to the bidder(s). Detailed Contract agreement as per Section III shall be signed within fifteen days from the date of Letter of Intent.

17. TERMINATION FOR DEFAULT:-

The ODCL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part,

- If the bidder fails to meet its contractual obligations within the time period (s) specified in the contract, or any extension thereof granted by the ODCL.
- If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the ODCL may authorize in writing) after receipt of the default notice from the ODCL.
- In the event the ODCL terminates the contract in whole or in part, the ODCL may proceed, upon such terms and in such manner as it deems appropriate.

18. TERMINATION FOR INSOLVENCY:-

- The ODCL may at any time terminate the Contract by giving written notice to the Bidder of supplying manpower & security personnel services without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the ODCL.

19. ARBITRATION:-

- If dispute or difference of any kind shall arise between ODCL and the bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- All disputes and differences of any kind whatever arising out of or in connection with the contract in respect of manpower & security personnel or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to competent authority of O.D.C.L or any authorized person appointed by him and his decision shall be binding on both the parties.
- Any dispute arising out in this connection will be subject to Odisha Jurisdiction only.

SECTION-II

SCOPE OF TENDER

a) Tentative Requirement of manpower of various categories in ODCL plant.

SL.No.	Category	Tentative No.	Job description
1.	Highly Skilled	1	The work which calls for a high degree of performance of certain tasks, acquired through professional training, work experience for long years and having full responsibility for the judgment or decisions involved in the execution of these tasks.
2.	Skilled	1	The work which involves skill or competence acquired through experience on the job and the performance of which calls for initiative and judgment.
3	Semi-Skilled	1	Work which involves some under degree of skill or competence acquired through experience on the job and which is capable of being performed and includes un-skilled supervisory work.
3.	Unskilled	1	Work which involves simple operation requiring little or work usually involves simple duties that don't require judgment. Requires physical strength and exertion.
Total		4	

(b) Tentative Requirement of various categories Security personnel in ODCL plant.

SL.No.	Category	Tentative No.	Job description
1.	Security Supervisors	2	To supervise and maintain & control the security staff round the clock/Shift wise.
2.	Security guards	10	Guards will work in each "A"&"B"&"C" & G shift.
Total		12	

SPECIAL INSTRUCTION TO TENDERES (SIT)

1. The broad objective of the contracted Security Services & Manpower Contract shall be to provide security service & civilian manpower by deploying adequately trained and well-disciplined security personnel who shall safeguard the ODCL buildings, moveable and immovable assets, equipment's from any thefts, pilferage of damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
2. The security personnel deployed shall take routine rounds of the premises to maintain vigil and remain alert particularly in night shift (when chances of theft are comparatively higher in compared to other shift), the Security Supervisor on duty have to do frequent rounds for patrolling at regular interval of time to plant, consisting a team to ensure safety and security of companies properties.
3. If security personnel are forced to leave the guarding point due to emergency, or for other routine work assigned to him, even for a short duration, they should ensure that they have properly handed their work to the second guard or to a responsible person authorized by ODCL concerned authority. They shall sign the duty register when going on and off duty. Under no circumstances, the deployed security guard shall leave the guarding point/duty without proper relieving/handing over has been done.
4. Security personnel may also be responsible, if required, for maintenance of various registers kept at the entrance gate namely; attendance register of outsourced staff, incoming and outgoing material register, Key Register and Visitors Register etc.
5. The security personnel have to ensure and verify that all the unnecessary lights are switched-off in the premises of ODCL Plant & to maintain important telephone Nos. of official(s), police, fire brigade etc. for using at emergency situations.
6. The security personnel must be in proper, neat and tidy uniform. The names of the security guards should always be displayed by them on their uniforms for identification purpose.
7. The security agency shall be entirely responsible for thefts of easily movable items such as Scrap materials, exhaust fans, fire fighting equipment's, AC, battery, machinery & CCTV cameras etc.
8. The security personnel will not discuss instructions of confidential nature relating to company affairs with anyone outside the security department.
9. The security personnel will at all times carry their Identity Cards issued by the Contractor. A copy of the same shall be furnished to Personnel & Administration Dept.
10. The details and credentials of the security personnel deployed for duty by the contractor shall be provided by the contractor to ODCL Plant before being assigned the duty under the contract. If ODCL objects to the appointment of any

security personnel, the contractor will be under an obligation to reject such person and not assign him any duty under the contract.

11. The security personnel will be deployed by the contractor at all points/place/centres/security posts etc. as may be required by ODCL, If any additional security is required at same point or any new point, then the Security Agency/ Contractor shall provide the same in consultation with ODCL.
12. In case, any personnel of the contractor is found to be unfit by ODCL or is found to be not discharging his/her duties properly or is found incapable, the contractor, on the written complaint/request of ODCL shall be under an obligation to remove him from any duty in ODCL under this contract, and he/ she shall be immediately replaced by another competent person as per this Agreement.
13. If any complaint is received by ODCL regarding the conduct or behaviour of any security personnel, ODCL will have a right to enquire in to the matter and if ODCL, in its sole discretion, considers that such personnel should not continue to discharge any duties further under the Agreement, the contractor shall forthwith replace such person for the remaining period of the contract.
14. If any loss or injury is caused to ODCL, either directly or indirectly, by any act of omission or commission on the part of the contractor or its employees/representatives/security personnel, the contractor will be under an obligation to make good such loss and injury at its own cost and responsibility.
15. The contractor shall keep ODCL indemnified against all losses, claims, litigation etc. arising out of any act of omission or commission on the part of the contractor or any person claiming through or under it.
16. A duty chart of the security personnel will be prepared with the prior approval of ODCL and no change will be made therein without prior written information and approval of ODCL except in case of emergency.
17. Any loss or injury caused to any security personnel while discharging the duties under the contract shall be the sole responsibility of the contractor.
18. The contractor must ensure that in no circumstances guards are allowed to perform duty beyond 8 hours except under emergencies. The security agency will provide necessary relievers for providing weekly offs/ holidays for their staff at their own arrangement.

SECTION-III

MEMORANDUM OF AGREEMENT made this _____ BETWEEN ORISSA DRUGS & CHEMICALS LIMITED (A subsidiary of IDPL which is a Govt. of India Undertaking)

having registered under Indian Companies Act 1956 having its registered office at ,**Mancheswar Industrial Estate Bhubaneswar 751010** herein after called ODCL represented through In-charge General Manager of ODCL on behalf of Chairman & Managing Director which expression shall mean & include when the context so admits by successors in office & assigns of the one part.

AND

_____ Represented through Sri _____ S/o _____ at _____ here in after called "Contractor" which expressions shall mean & include where the context so admits his/her heirs, executors, administrators, successors & legal representative of the other part.

This WITNESSETH as under:-

WHEREAS Management of ODCL' has decided to award (for supply of manpower & security personnel) Tender to Contractor "_____" for supply of manpower/Security Personnel to ODCL (Tender No. ODCL/P&A/2022-23/01 Dated: 02.08.2022")

• AND WHEREAS M/s _____ has agreed with ODCL for providing different categories of support staff/manpower and Security personnel for official functioning and security of the **ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010** as per requirement, upon satisfying the covenants, conditions and stipulations hereinafter contained and that will be set-forth in the engagement order and/or issued with the engagement order, (which shall be deemed and taken to be part of this contract)"

WHEREAS both 'ODCL' & _____ have agreed for this Agreement on following TERMS and CONDITIONS:-

NOW THEREFORE, it has been agreed between the parties, as under:-

1. That the tender containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That the Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the company owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
3. The Agreement shall automatically expire on _____ unless it is extended for further period by the mutual consent of the Contractor and the Orissa Drugs & Chemicals Limited. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period as will be mutually agreed upon by the Contractor and the ODCL.
4. That ODCL hereby further agrees to pay the "Contractor" the contract price at the time and in the manner prescribed in the said Terms and Conditions. In the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. The persons deployed to be provided by the Agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Contractor must have been verified by the Contractor before their deployment, collecting proofs and identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card and a certification to this effect submitted to the office of the ODCL. The Contractor will also ensure that the personnel deployed are medically fit with good physic and will keep a record of certificate of their medical fitness. The Contractor shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the ODCL.
6. The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the ODCL. The requirement may further increase or decrease marginally, during the period of initial contract also

and the contractor would have to provide additional manpower services, if required, on the same terms and conditions.

7. The contractor shall provide proper security uniform to security personnel with security batches during the duty hours.
8. The security personnel to be engaged should be within age limit of 18-58 years.
9. The contractor should have to provide the security services to ODCL (decide by the official of the ODCL), round the clock i.e A, B, C & G Shift pattern of all the 365 days including all holidays/off days, from the date of engagement to till completion of the agreement.
10. The contractor shall be solely liable for all the payments/dues in time (i.e 7th of each month) to the security personnel & civilian manpower employed and deployed by him, without any reference to ODCL Plant.
11. The contractor shall maintain a register in which day to day deployment of security personnel/ civilian manpower will be entered. While raising the bill, copy of the deployment particular of the security personnel engaged during each month, shift-wise, should be enclosed.
12. It is compulsory to provide the ESI card and Provident Fund Pass Book to each and every employee appointed through contractor, which should be updated timely. Payment will be made to contractor after submitting the original bills of current month along with proof of the payment made to employees along with copy of challan in proof of submitting ESI and EPF by contractor. Challans of GST with detailed calculation must be submitted with the bill.
13. Contractor shall deduct all statutory deduction may be applicable to each of the employee appointed through contractor as per Laws.
14. That wages to employees through contractor should be paid on 7th of each month (through Bank deposit) as per minimum wages decided by the government having jurisdiction over it and will be revised from time to time accordingly. In case of any dispute between the contractor / any person supplied by the contractor and ODCL relating to wages / arrear OR any other matter, competent authority or his nominee shall be Sole Arbitrator and his decision shall be binding and final on both the parties.
15. For all intents and purposes, the Contractor shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship against the ODCL.
16. The Contractor be solely responsible for the re-dressal of grievances or resolution of disputes relating to persons deployed. The ODCL shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Contractor the deployed person (s) can place their grievance before a Joint Committee consisting a representative of ODCL and an Authorized representative of the Contractor.
17. The ODCL shall not be responsible for any financial loss or any injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
18. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and shall have no claim for any absorption in regular or other capacity. Undertaking from the person deployed to this effect shall be required to be submitted by the Contractor.
19. The Contractor shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Contractor.
20. The Contractor has to submit the Xerox copy of deposite contributions towards Provident Fund and Employees State Insurance, wherever applicable when claim the bill.
21. Privacy and confidentiality to be maintained while operating the operation of the this agreement.
22. The Contractor shall also be liable for depositing all taxes, levies, Cess, GST, etc. on account of service rendered by it to the ODCL to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of these documents shall be furnished to ODCL along with each monthly bill.
23. The Contractor shall maintain all statutory registers under the Law and shall produce the same, on demand, to the office of ODCL or any other statutory authority under Law.
24. In case, the Contractor fails to comply with any liability under appropriate law, and as a result thereof, the Company is put to any loss/obligation, monetary or otherwise, the ODCL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.

25. The Agreement shall be terminated in the event of non-performance, deviation any of the terms and conditions of contract, non-payment of remuneration of support staff engaged and non-payment of statutory dues. The Company will have no liability towards non-payment of remuneration to the persons employed by the Contractor and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Company by the persons deployed, the same shall be recovered from the unpaid bills or adjustment from the Security Deposited by the concerned Contractor with the ODCL.
26. The contractor shall have to deposit Rs. 1,20,000/- (Rs. One Lakhs Twenty Thousands Only) through Demand Draft (D.D. of Nationalized Bank) in favour of Orissa Drugs & Chemicals Limited Mancheswar, Bhubaneswar as a Security Deposit which will be refunded to contractor at the time of completing or terminating of existing contract after making necessary deduction.
27. In case of breach of any terms and conditions of this agreement, the Security Deposit of the Contractor shall be liable to be forfeited besides annulment of the Agreement.
28. In case of violation of any terms and conditions enumerated therein in this contract and also in the tender, ODCL reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the contractor.
29. The ODCL reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
30. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on both parties.
31. The Contractor will be bound by the details furnished by it to ODCL while submitting the tender or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
32. All disputes shall be under the jurisdiction of the Odisha Court only or at headquarters of the company and place where this agreement executed, is located.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective ands and seals on the day and year first written above.

WITNESSES

1)

For and on behalf of
M/s Orissa Drugs & Chemicals Limited.

2)

For and on behalf of
The

SECTION- V
PRICE BID

Tender Enquiry No. : ODCL/P&A/2022-23/01

Dated: 02.08.2022

With reference to the Tender Enquiry No.: Tender No. ODCL/P&A/2022-23/01 Dated: 02.08.2022 I/we hereby offer the following price to supply/providing manpower in various division of **ODCL Plant, 1, Mancheswar Industrial Estate Bhubaneswar 751010** in accordance with the terms and conditions mentioned in the bid document:-

CATEGORY		Highly Skilled	Skilled	Semi Skilled	Unskilled
REQUIRED MANPOWER in No.		1	1	1	1
REQUIRED Security in No.		0	0	2	10
S. No.	DESCRIPTION	RATE TO BE QUOTED BY THE BIDDER (Cannot be less than the minimum wages as notified by the Labour Department, Govt. of Odisha)			
1.	*Basic				
2.	E. P. F. @ (12%)				
3.	E. S. I. @ (3.25%)				
4.	E.D.L.I. @ (1%)				
5.	SERVICE CHARGE / Profit Margin				
6.	TOTAL (1+2+3+4+5)				
7.	GST (AT PREVAILING RATE)				
8.	Total Charges per person per month Rs.				
9.	GRAND TOTAL: Rs. (total charges total no. of person)				
10.	Total amount per month Rs.				
11.	Total Annual Amount Rs.				

(Amount in words :.....)

*Minimum rates as per the Notification No.1991, dtd:- 30.11.2018 of .Labour and ESI Dept., Govt. of Odisha amended from time to time as per latest notification to be quoted wherever applicable. Likely to be revised and implementation time to time.

**Quoted rate should only be in sealed envelope i.e. cover 'B'. Price Bid kept in open condition will result in disqualification of bid.

***EPF,ESI and EDLI etc: As applicable at the time of Financial Bid evaluation.

Signature of the Authorised Signatory of the Bidder with Seal

Note:

- i. Amount to be mentioned clearly in Indian currency.
- ii. No corrections/alterations are permitted while mentioning the amount.
- iii. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.

NOTE -1 :-The requirement of different categories may vary from time to time as per our requirement.

NOTE -II:- Qualification and minimum wages of different categories of manpower.

Wages quoted by bidder should not be less than minimum wages mentioned in table below, which is statutory as per minimum wages act of Odisha Govt.

S.No.	Category	Qualification	Minimum wages as on 01.04.2022 (in Rs.)
1.	Highly Skilled	Graduate wth professional Traing	12376.00
2.	Skilled(B)	Graduate	10816.00
3.	Semi-Skilled	Below Graduate	9516.00
4.	Unskilled	10 th failed	8476.00

(b) Qualification and minimum wages of different categories of security personnel

S.No.	Category	Qualification	Minimum wages as on 01.04.2022 (in Rs.)
1.	Semi-Skilled	Below Graduate	9516.00
2.	Unskilled	10 th failed	8476.00

Note:- Minimum rates as per the Notification No 2433 / LC, Bhubaneshwar dated:- 30.04.2022 of Labour Commissioner, Department of Labour, Govt. of Odisha and Gazette No:- 1991, dtd:- 30.10.2018, amended from time to time as per latest notification to be quoted wherever applicable. Likely to be revised and implementation time to time.

SECTION-VI

BANK GUARANTEE FORM FOR EMD

Whereas (bidders name & address) (hereinafter called the "Tenderer") has submitted its quotation dated _____ for providing supply of manpower & security personnel in ODCL Plant **1, Mancheswar Industrial Estate Bhubaneswar 751010** against the Company's tender enquiry no. ODCL/P&A/2022-23/01 Dated: 02.08.2022 Know all persons by these presents that we _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto M/s Orissa Drugs & Chemicals Limited (hereinafter called the "Company") in the sum of Rs 48000/- (Rs Forty Eight Thousand Only) for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2022. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Company during the period of its validity: -
 - a) Fails or refuses to accept/execute the contract.
 - b) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 6(six) months from the date of opening of technical bid of tender and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer(s)

Seal, name & address of the Bank and address of the Branch

SECTION-VII

PROFILE OF TENDERER

1. Name of the Contractor / Firm :
2. Address & Phone No/Mob No :
3. E-mail ID and FAX No. :
4. Name of work :
5. Tender Notice No & Date :
6. Details of DD for EMD :
7. Particulars of experience / clients :
8. P.F.Code No (proof of having Code No. to be Enclosed) :
9. ESI Code No (proof of having Code No. to be Enclosed) :
10. PAN No with proof :
- 11 GST No. with proof of allotment to be Submitted :
12. Financial turn over during the last three years duly:
Certified by chartered accountant / auditor.
13. Balance Sheet, Profit & Loss account along with Income
Tax return during the last three years duly certified by :
Chartered accountant/auditor.
14. Contractor's Licence no. & registration/
Reputed contractor details :
15. Other (Statutory details)
 1. Bank Name, account No.& IFSC code of company/Firm :
 2. Authorization letter of signing authority of bidder (if any):

Signature of Tendere

SECTION-VIII**ORISSA DRUGS & CHEMICALS LIMITED****(A GOVT. OF INDIA UNDERTAKING)****1, Mancheswar Industrial Estate, Bhubaneswar-10****Check List (to be enclosed with technical bid)**

Tender Enquiry No- ODCL/P&A/2022-23/01

Dated: 02.08.2022

Name of Work: Providing Security & civilian Manpower

Date of Opening (Technical Bid) 22.08.2022 of M/s

S.No	Documents required	Enclosed in the Technical tender at Page No.	Yes	No	Remarks
1.	EMD in the form of demand draft of Rs. 48000/- . Vide DD No _____ Date _____ Bank _____				
2.	Cost of tender Rs. 1000 + GST @ Rs. 18% i.e. Rs. 180/- Total amount is Rs. 1180/- (a) In form of DD vide No _____ Date _____ Bank _____ (b) Cash Receipt No- _____ Date _____				
3.	Document Evidence:				
	(a) Company's name & full address				
	(b) Date of incorporation registered address				
	(c) List of resources:				
	(i) Name of Partner/Proprietor (if not a company)				
	(d) List of the clients with working during last 3 years with contract nos. dates and nature of work done with value				
	(e) Submission of documentary evidence certifying successful completion of the works during last three i.e. 2018-19, 2019-20 & 2020-21 years ending last day of the months previous to one in which tender is invited which should be either of the following:				
	(i) Three completed works costing each not less than the amount equal to 40% of the estimated cost				
	(ii) Two completed works costing each not less than the amount equal to 60% of the estimated cost				
	(iii) One completed works costing not less than the amount equal to 80% of the estimated cost				
4.	Duly attested photocopy of:				
	(a) If company copy of registration				
	(b) Copy of PAN card				
	(c) Registration certificate with ESI				
	(d) Registration of GST				
	(e) Registration of EPF				
	(f) Registration with Labour Dept. Licence/Odisha Govt				
	(g) license to engage of private security services, issued by Home Dept. Govt of Odisha				
5.	Average annual financial turnover during the last three years should be at least 40% of tender cost duly certified by chartered accountant/auditor				
	2018-19:- Rs.				
	2019-20:- Rs.				
	2020-21:- Rs.				
6.	Copy of Balance sheet, Profit & Loss accounts along with Income Tax returns for the last three years duly certified by chartered accountant/auditor				
	2018-19:-				
	2019-20:-				
	2020-21:-				
7.	The tender documents signed by the tenderer in all page with office seal				
8.	Other (statutory details)				
	1. Affidavit duly attested by notary for Non-Blacklisted Firm				
	2. Bank account of company				
	3. Authorization letter of duly signed by authority of bidder.				
9.	Others etc. (if any)				

Date:

Signature of Bidder with Seal