

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED
(A Govt. of India Enterprise)

Mines Office : Thakurani, Barbil, Keonjhar, Odisha-758035, Phone: 06767-275777, 275382, 275530, email :bh.omdc@birdgroup.co.in

LTE DOCUMENT
FOR
“Maintenance of Security Services at
Thakurani, Roida & Belkundi-
Bagiaburu Mines of OMDC,
Barbil”.

Name & Address of the Bidder: _____

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

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LTE TENDER NOTICE

Tender Notice No. OMD/Mines/Sec/LTE/40/2023-24

Dated : 22/09/2023

Sealed tenders in prescribed format are invited from the experienced agencies for 'Maintenance of Security Services at Thakurani, Roida & Belkundi-Bagiaburu Mines, OMDC, near Barbil-758035, District - Keonjhar (Odisha)'.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
Tender Notice No.OMD/Mines/Sec/LTE/ 40/2023-24, Dated 22/09/2023	Maintenance of Security Services at Thakurani, Roida & Belkundi-Bagiaburu Mines, OMDC, Near: Barbil-758035 District-Keonjhar (Odisha). No. of security personnel required – 110 EMD – Rs.20,000/- Contract Period – One month from 01/10/2023 to 31/10/2023	Submission of LTE document & opening of Price Bid on 28 /09/2023 at 3.30 pm.

**Sd/-
Business Head**

c.c. Manager (IT), for publication in Company's website.
c.c. Company Notice Board for wide circulation.

CHAPTER-I

NOTICE INVITING TENDER

Tender Notice No. OMD/Mines/Sec/LTE/40/2023-24

Dated : 22/09/2023

Sealed tender in prescribed format in two parts i.e, technical & price bid are invited from the experienced agencies for maintenance of security services at Thakurani, Roida & Belkundi-Bagiaburu mines, OMDC, Near Barbil Dt. Keonjhar (Odisha).

CHAPTER – II

Tender Notice No. OMD/Mines/Sec/LTE/40/2023-24

Dated :22 /09/2023

1. SCOPE OF WORK:

1.1. Maintenance of security services at different security posts at Thakurani. Roida and Belkundi-Bagiaburu Mines of OMDC will be tentatively as per the following:-

Sl.	Security Posts/Locations	Shift			Total
		'A'	'B'	'C'	
Thakurani Mines & Bel-Bagiaburu Mines					
1	Magazine	01	01	02	04
2	Workshop	01	01	02	04
3	Crusher - I & IV	01	01	02	04
4	Crusher – III	-	01	02	03
5	Crusher – II	-	01	02	03
6	Jagannath Colony	01	01	01	03
7	Nalda Colony Patrolling	-	-	02	02
8	Pump House	-	-	01	01
9	Sponge Iron Plant	01	02	02	05
10	Thakurani Gate-2	01	01	02	04
11	Thakurani Gate-3	01	01	02	04
12	CISF Barrack-I	-	-	01	01
13	General Office	01	01	01	03
14	Colony Out Gate	01	01	01	03
15	Spencer Club/Bungalow No.1	-	-	01	01
16	Hospital	-	-	01	01
17	Colony Patrolling	-	-	02	02
18	Patrolling	01	01	01	03
19	Supervisors	01	01	01	03
20	Bagiaburu North Gate	01	01	02	04
21	Belkundi Gate-1	01	01	02	04
22	Belkundi Gate-2	01	01	02	04
23	No.2 Siding, Barbil	01	01	01	03
24	D.B., Barbil	01	01	01	03
Sub-Total		16	19	37	72

Sl.	Security Posts/Locations	Shift			Total
		'A'	'B'	'C'	
Roida Mines:					
25	K-13 Security Gate	-	01	01	02
26	Kundrupani Gate	01	01	02	04
27	South Gate	-	01	01	02
28	Joplin Jig	-	01	01	02
29	Magazine	01	01	02	04
30	North Gate (IDC)	01	01	02	04
31	North Gate (W/B)	02	01	02	05
32	Supervisor	01	-	-	01
Sub-Total					24
Present Total Security Personnel Requirement					96
Reliever for above requirement (Thakurani & Bel-Bagiaburu – 9, Roida – 3 & Supervisor – 2)					14
Present Total Security Personnel Requirement					96 + 14 = 110

The above deployment are indicative which can be increased or decreased as per work requirement and accordingly deduction or additional payment will be made as per contract award rate of different categories of security personnel. In this regard, decision of Business Head will be final and binding.

The above locations are tentative in nature and may be altered from time to time as per requirement would be decided by the Management.

The required number of security staff to be presently engaged will be 110 (one hundred ten) including supervisors (preferably trained security personnel / ex-servicemen) and licensed gunmen. Decision of the BH, OMDC regarding deployment of the same shall be final and binding.

Brief description of works : The contractor shall provide Security service by providing security personnel at different places in the offices, colony and other area according to the requirement to be intimated to the contractor in writing or otherwise by authorized officer(s) of the OMDC from time to time.

The contractor shall ensure safety of properties of the OMDC by deploying security personnel round the clock in 3 (three) shifts per day. The tenderer must get themselves fully acquainted with the location of office/Lease are of OMDC before submission of tender.

1.2 The Duties and Responsibilities of the security personnel to be engaged by the agency will be as below.

- a) Prevention of theft & pilferage of Company's property.
- b) Manning of Gates, posts and patrolling beats.
- c) Checking of in-coming & out-going Materials and Vehicles at different Security Gates.
- d) Checking Gate passes and tokens.
- e) Prevent unauthorised entries, photography, videography, etc, in OMDC premises.
- f) Collection of intelligence regarding law & order.
- g) Assisting Management & Police in maintaining law and order in OMDC.
- h) Reporting of irregularities occurring against the interest of the Company to the Management.
- i) Monitoring the lighting arrangement of mines and township and reporting thereof for rectifications of the defects noticed.

- j) Patrolling and protecting all boundary walls/fencing, open areas of plants, railway sidings, yards, stores, electrical & water supply installations and such other facilities as mentioned by the Officer-In-charge from time to time.
- k) Maintaining effective liaison with Police.
- l) Any other duties as may be assigned by the Management from time to time.

1.3 The Agency shall provide necessary Uniforms, Arms, Ammunitions and Other equipment needed for such deployment of security personnel. The uniforms shall consist of full pants, half sleeve shirt, cap lanyard with whistle, belt, shoes, badges, name plates, torch lights, torch cells, search lights, lathi, rain coat, etc.

1.4 The agency shall provide uninterrupted security service round the clock at all specified security check posts.

1.5 The detailed work to be carried out by the Agency shall be intimated by the Management from time to time.

1.6 The Agency should ensure that the Security Personnel do not divulge any secret of the Company or indulge in any activity which is prejudicial in the interest of OMDC. They shall not become members of any recognized/ un-recognized Unions/ Political parties etc, and not to take part in any activities like strikes etc.

2 .CONTRACT PERIOD

The contract shall be 01 (one) month w.e.f. 01/10/2023 to 31/10/2023.

3. DATE OF COMMENCEMENT OF JOB :

From the date of issuance of the LOI/ Work Order/ Agreement.

4. EARNEST MONEY DEPOSIT (EMD):

4.1 The bidder is required to deposit an amount of Rs.20,000/- (Rupees Twenty thousand only) towards Earnest Money Deposit (EMD) in the form of Banker Cheque /Pay Order/Demand Draft in favor of 'The Orissa Minerals Development Company Limited payable at Barbil from any of the Nationalized Banks or Schedule Banks in India.

The EMD will be refunded to the unsuccessful Bidders within one month after opening of the Price bid / Finalization of the tender, whichever is later. The EMD of successful bidder will be converted into Security Deposit.

5 SECURITY DEPOSIT (SD) :

EMD of successful bidder will be converted into Security Deposit and @ 5% will be deducted as security deposit from monthly running bill .The security deposit shall be refunded to the agency within 30 days from the date of completion/termination of contract on production of certificate from the Security In-charge that the agency has satisfactorily performed his obligation, whatsoever under this contract.

6 ELIGIBILITY CRITERIA:

The agency has to submit the following documents:-

I. Earnest Money Deposit (EMD) of Rs.20,000/- only in shape of Demand Draft/Pay Order/Banker Cheque drawn on any nationalised bank favouring 'The Orissa Minerals Development Company Limited', payable at Barbil, Dist-Keonjhar (Odisha).

II. Valid License from the appropriate authority under the Private Security Agencies (Regulation) Act-2005 and validity for Keonjhar District.

III. Copy of Pan Card.

IV. Copy of GST.

Note:- The agency Debarred/blacklisted by OMDC or any Government agency or any PSU as on date of submission of Bid will not be eligible. (Undertaking in the Bidder's letter head to the effect that the bidder has not been blacklisted / debarred by any PSU or OMDC at any point of time.

7 EVALUATION OF THE BIDS:

The bidders are advised to quote the Rates at sl.no.7 of the price bid; however, the L-1 bidder will be evaluated on the basis of lowest quoted grand total value in the price bid.

Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "Price Bid" and amount / quantity not shown in figures and words will liable for rejection. Submission of the price-bid in a format other than the requisite format may be liable for rejection by the Tender Committee in case there is any discrepancy between figure and word, then the amount quoted in word will be considered for evaluation.

In case the quoted rate is abnormally lower than the estimate, the company reserves the right to call justification from the L-1 bidder. Further the bidder may have to submit a performance guarantee in form of Bank Guarantee towards the differential amount. Company reserve the right to sought participant bidders any shortfall document during the process **of evaluation of the bid.**

8. AWARD OF CONTRACT :

- i) The Company reserves the right to accept or reject any or all tenders without assigning any reason thereof. For such cancellation the Bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.
- ii) Company also reserves the right not to accept the lowest offer or to divide the work among more than one successful bidder/bidders.

9. SUBMISSION OF BILLS:

The successful bidder/ agency will submit duly certified monthly/part monthly bills along with following documents:

- a. Attendance and deployment register/sheet.
- b. Wages sheet & Master sheet.
- c. Copy of the P.F. challan
- d . Copy of Monthly return submitted to the P.F. Authorities as applicable.
- e. A statement showing the details wages paid to the deployed persons.

The monthly bills in triplicate shall be submitted in the office of Business Head, OMDC, Thakurani towards the engagement of man-days of security personnel, after obtaining clearance/certification from the executive designated as Security In-charge. The work done as per contract shall be verified and certified by Security In-charge. The bill has to be accompanied with work order/agreement number, PF deduction statement of current month, PF deposit challan of previous month, attendance sheet with particulars of wages. These are to be duly certified by the security In-charge. Business Head shall approve the bill and send to Finance deptt. for consideration of payment. Deductions as per terms of work order or statutory requirements shall be made.

10. PAYMENT TERMS:

10.1 Payment on monthly/part monthly basis for actual no. of days will be made through RTGS/NEFT on the basis of the rates quoted as per Price Bid. The agency will have to submit the details of Bank A/c No., Branch, IFSC code, etc. for receiving the payment through RTGS/NEFT.

Payment shall be released by Finance deptt. as per payment schedule i.e. within 30 days of submission of bills, subject to necessary certification and approval of the monthly bill. Any variation in rates, imposition of new taxes, levies, duties, etc after awarding the work order but within the currency of original schedule completion period shall be to the account of OMDC.

Note-1: Irrespective of the release of payment by OMDC, the agency shall have to disburse the wages/ payment to the security personnel within 7th day of the succeeding month.

This withheld amount of Terminal Benefit will be released on the written request of the contractor based upon a separate claim as and when fallen due.

10.2 Due to any reason if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. The successful bidder shall be required to provide a bank mandate in order to receive his payment through electronic mode which is faster and hassle free. The successful bidder must submit documentary evidence towards payment of Wages /PF statement/PF deposit challan of the previous month along with current month bill for release of payment. The payment to the Security Personnel shall however be made by the successful bidder by the seventh day of the month without waiting for the receipt of payment of wage bill from OMDC.

10.3 The successful (L-1) bidder will be required to make payment of wages etc. to the Security Personnel through bank. Contractor shall submit bank statements in support to such payment immediately on remittance of the funds. In case of any cash payment of wages, the same has to be made in the presence of an authorized representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970. The relevant documents/registers as per Labour Laws shall be compulsorily maintained by the contractor and produced by the successful contractor for inspection at any time by the OMDC officials or their authorized representative. In this connection, the agency shall contact our officer concerned for compilation of all the records/registers in this regard. Proof of submission of PF contribution by the Contractor with the PF authorities (preferably from Keonjhar) shall necessarily be submitted to the Company within 15 days of the close of the relevant wages period. The PF statement for each financial year should be submitted by the successful bidder.

11. TAX DEDUCTED AT SOURCES:

a. Income Tax, Education Cess and other taxes as applicable shall be deducted at source at the rate prescribed u/s 194-C in the Income tax Act and / or any other relevant Act from the gross value of each monthly bill.

b. GST shall be reimbursed extra as applicable against submission of documentary evidence towards payment of GST, return filing copy and subject to confirmation on GST portal.

12. PENALTY:

In case the successful bidder fails to take up the work after issuance of LOI/Work Order/Agreement or the work is found unsatisfactory during the tenure of contract, OMDC may at its discretion, impose upon any or all of the following penalties

(a) Cancellation of LOI/Work Order/Agreement in part or full.

(b) Forfeiture of Earnest Money / Security Deposit / PBG wholly or partly without notice to the contractor

(c) Recovery of extra cost incurred by the company for getting the work done through other sources which may be without notice.

(d) Blacklisting of the Contractor.

13. WORKING HOURS:

Working hours at Mines will be as per the notifications/ instructions issued by Business Head/ Company from time to time.

14. SIGNING OF AGREEMENT/ACCEPTANCE OF WORK ORDER:

14.1 In case the successful bidder declines to take up the work, OMDC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

15. TERMINATION OF CONTRACT:

OMDC reserves the right to terminate/ foreclose the contract either in part or in full due to reasons for non-commencement/delay in completion, bad performance or any other abnormalities/ reasons noticed during the tenure of contract. OMDC shall in such event, give 30 (thirty) days notice in writing to the agency.

16. RISK PURCHASE:

In the event of failure to fulfill the contract terms and execution of work as per letter of contract/work order/agreement, OMDC reserves the right to make the contractual obligation carried out by alternative arrangements and to recover from the contractor any additional cost involved therein.

17. PRICE ESCALATION/ DE-ESCALATION:

For any increase or decrease in the applicable rate in minimum wages for respective category of the workmen will be paid to the contractor or recovered from him as per price bid format. For the increased amount, the base date will be the date of issuance of work order. However, in case any decrease in applicable rate of minimum wage takes place; the benefit shall have to be passed onto OMDC.

18 STATUTORY COMPLIANCE:

The contractor shall be fully responsible to comply with all his statutory obligations as employer towards Employees Provident fund Act, 1952, Employees State Insurance Act, 1952, Employees Deposit

Linked Benefit Act, 1961, Minimum Wages Act, 1948, Bonus Act, 1965, Gratuity Act, 1972, etc., and all other such obligations/liabilities as per applicable statutory provisions/law and Government notifications; in respect of their labour engaged by them for the job undertaken under the contract, and will take full liability on this account. OMDC will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit.

The agency has to obtain his own PF code and shall be fully responsible to comply with all statutory obligations as employer for deduction and deposit of all contributions under E.P.F. and Pension Scheme (FPF) etc under the employees Provident Fund and Misc. Provision Act, 1952 and all other such obligations / liabilities in respect of their labour engaged by them for the job undertaken under contract as per applicable statutory provisions / law and Government Notifications and will take full liabilities on the account. OMDC will not take any liabilities on this account. In the event of failure of the agency to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract including security deposit.

The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

The contractor shall at his own cost observe perform and comply with the provisions of the Acts applicable during the execution of the contract and Rules / Bye Laws framed there under including but not limiting to the following and shall maintain such Registers and documents as are required under the various statutes for production of the same before the company and / or other Statutory Authorities prescribed in this behalf as and when required. The contractor agrees to keep the Employer indemnified at all items against any demands / penalties by statutory authorities and shall defray to the Employer any costs / suspense incurred by the Employer in proceedings before the statutory authorities.

19. FORCE MAJEURE CLAUSE :

(a) If at any time during the existence of this Agreement either party is unable to perform

whole or in part any obligation under the Contract/ Agreement or delays the performance under the Contract/ Agreement owing to or resulting from cause or causes beyond the control of either party such as; acts of God, strikes, go-slow, plant breakdown, Government elicits or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes; OMDC and/or the Contractor shall be relieved of the responsibility for performance of the Contract/ Agreement as per para (c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

(b) In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 2 (Two) weeks after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in para (a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the

performance of its obligations under this Agreement with the least possible delay and such party shall always advise the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under the Contract/ Agreement.

(c) Either party shall be relieved of the responsibility of performance of the Agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.

(d) In the event that the duration of the postponement of the Contract/ Agreement mentioned herein exceeds 3 (three) months, the other party shall have the option to cancel the same in respect of the undelivered service or unfinished work or extend the period of contract by mutual agreement.

20. DAMAGE TO OMDC PROPERTIES:

The agency shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of OMDC in the course of carrying out the job by him, and the agency is fully liable to reimburse the cost of such damages to OMDC. OMDC fully reserves the right to recover the cost of such damages including recovery from any sum due to the agency.

21. ILLEGAL GRATIFICATION:

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder/ customer or his partner, agent or servant to any officer, servant, representative or agent of the company in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

22. LAWS GOVERNING THE AGREEMENT:

16.1 The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc., issued by the Govt. from time to time.

16.2 Chapter-I, Chapter-II and Chapter-III of this Tender Document shall be the integral part of the Contract/ Agreement.

23. LEGAL CAPACITY OF THE TENDERER:

23.1 The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

23.2 A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

23.3 Offer submitted by Consortium of two or more agencies as members but not exceeding five, Shall comply with the following requirements:

i)The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.

ii)The offer shall be signed so as to legally bind all members.

iii) One of the members, for performing the Contract shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.

iv) The Leader shall be authorised to incur liabilities and receive instructions for and on behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.

v) All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.

vi) A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same Tender.

24 OTHER CONDITIONS:-

The tender document shall have to be signed by the bidder in each page.

-Tender document containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

-Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

The contractor shall at his own cost providing housing accommodation to his employees. If any land is made available on rental basis by the company to the contractor for building of temporary huts for accommodation to his workers the contractor shall have to right whatsoever on the land on which such huts are / have been constructed and the contractor shall not be entitled to transfer such huts or houses to any person. He shall not make any additions or alternations to any existing building without prior permission of the company or any representative duly authorised in this behalf. The contractor(s) will use the existing available hutting / quarters for his workers at a nominal rent that will be fixed by the competent authority of the company. However, it will not be obligatory on the part of the company to provide hutting / quarters to the contractor's workers.

OMDC shall not be liable for payment of any compensation in the event of any Accident /injury/ death caused to any of the security personnel so engaged by the agency/ contractor during the tenure of the contract period.

- Any waiver of any clause of this contract can be done only by the competent authority of the Company.

-The security personnel to be deployed by the contractor should not be suffering from any chronic ailments.

They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The security personnel should be free from eyesight and hearing defects. The successful contractor shall ensure physical fitness of all security personnel deployed in the Company with physical training/drills/sports taking place at regular intervals.

-The contractor shall keep proper record of all the documents regarding character antecedents etc. of the security personnel engaged by him and as and when required, the contractor shall submit the same to the Officer-in-Charge for necessary verification. It is a pre-condition that while employing security personnel, the contractor shall take adequate care that no such person having criminal background/records is employed as security personnel. In case any adverse report is found against any security personnel deployed by the contractor such personnel would immediately be removed.

-The contractor and their staff shall maintain absolute integrity and discipline in performing their duties under the contract. They shall maintain strict surveillance on Company's properties. They shall also not permit or cause any unauthorized person(s) or materials to enter into or exit out of the plant or mine premises of the Company. The Security personnel while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs.

The security personnel engaged by the contractor and while on duty shall abstain from taking alcohol or any other intoxicating drinks or taking of drugs. Any such instance of violation of the directive shall amount to non-performance of duty involving wage cut or penalty and even termination of such person from duty.

The security personnel in their dealings with the employees of the Company must show politeness, loyalty and respect, pay regards which are part and parcel of the security principles and requirements. The rotation of guards between various duty posts must be ensured at periodic intervals as may be specified by the Officer-in-Charge of the contract.

In the event of any act of indiscipline on the part of the security staff, the Company reserves the right to remove such security staff and on the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such security staff.

-The contractor (security agency) shall issue Identity Cards duly countersigned by the Officer-In-Charge of the contract to the Security Personnel, who shall carry the same while on duty. In case, any security personnel is found without proper Identity Card while on duty, his above act shall be viewed as an act of indiscipline. The successful bidder shall strictly abide by the Security Rules and Regulations enforced by the Company from time to time.

The shift timings for security personnel will be arranged in such a way that it will start before the start of the normal shift. The changes of security personnel at the duty spot shall take place well before the normal start of the shift. No security guard shall normally be deployed in more than one shift.

The successful bidder shall carry out the work on Sundays and Holidays also without any extra charges to the Company.

The contractor shall provide uniforms/liveries to the security personnel and ensure that while on duty each and every security personnel presents himself in a well groomed and smart manner always. The security personnel shall be required to present guard of honor and participate in parades on the occasions like Independence Day, Republic Day etc. in ceremonial attires to be provided by the successful bidder.

-The contractor shall provide and bear all the expenses incurred on the following.

- a) Guns and any other arms required for security services with valid license.
- b) Provision of torches and cells to the security personnel on night patrol.
- c) Stationery for writing duty charts etc.

Not providing the above will amount to not meeting the contractual obligations and therefore the management may take suitable action at the cost of the successful bidder.

Medical treatment to the extent available at the company hospital will be extended to the security personnel engaged by the successful bidder for which consultation, cost of medicines and treatment charges will be paid by the successful bidder.

24.1 Criteria of Security Personnel to be deployed:

- a. All the security personnel shall to be covered under EPF Scheme well before their deployment in OMDC.
- b. The height of the Security guards should not be less than 5' 2". Preference will be given to Ex-Serviceman with good physiques, sound mental health, good eyesight and excellent hearing abilities. They should be well trained in the areas of security & fire fighting equipments.
- c. The Security Guard deployed shall be provided with the Uniform, Cap, Name Plate, Shoulder Title, Rain Coat, Belt, Umbrella and Shoes as prescribed by the agency in consultation with Head of the Personnel Department), OMDC and they should wear the same during their duty hours.
- d. The Security Personnel should be well trained in the field of safety & security, fire fighting.
- e. Age of Security Personnel should be within 18 years to 55 years.
- f. The Security Personnel should be educated and should read and write ODIA and HINDI.

25. LEGAL & MISCELLANEOUS OBLIGATION OF THE AGENCY:

- The agency/ contractor shall report occurrence of any accidents if occurred including

persons involved and effect payment of compensation as per the Workmen's Compensation Act'1923 as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Head of Personnel who will send necessary notice to the concerned authorities, It is the sole responsibility of the concerned Agency to bear with all the expenditure on this account any loss there of including loss of lives and damaged to vehicle. In the event of contractors failure to pay / deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act, the company shall have the right to set aside the relevant amount from the bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in the behalf.

-The agency/ contractor shall at his own cost, observe, perform and comply with the provisions of the contract labour (Abolition & Regulation) Act'1971, Minimum wages Act'1948 & any other Acts & Rules made there under and as amended from time to time. The contractor shall have to observe, perform and discharge his/their obligations under the said Act and the company shall be entitled to recover from the contractor any cost of expenses that it may have to incur or suffer on account of contractors failure.

-The successful bidder shall keep all security personnel engaged by him, covered under the ESI scheme. In case, ESI scheme does not exist in the area of deployment, then an equivalent insurance cover from a reputed Insurance Company for all security personnel engaged by the Agency should be executed. Documentary evidence of the same shall be submitted to the Officer-in-charge.

-In the event of the company sustaining any loss by reasons of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees the company shall be entitled to recover from the contractor's bills and the contractor will pay to the

company the full amount for such loss. The amount of any such loss as certified in writing by the company or its agent is final and binding on the contractor.

-The agency/ contractor shall report immediately to the company every case of epidemic / contagious disease occurring in the quarters occupied by his employees. Failure to do so will render the contractor liable to the company or any expenses or liabilities incurred by reason of such failure.

·The agency/contractor shall provide security personnel having sound physical health and as per the eligibility criteria of Private Security Agencies (Regulation) Act, 2005 & The Private Security Agencies Central Model Rules,2006. However, decision of Business Head, OMDC, shall be final and binding in this regard. With regard to execution of this work, the agency/ contractor shall abide by the direction of Security in-charge / Head of Personnel.

-The agency/ contractor indemnifies the company in full for any risk/thing to be done in connection with the above contract work which were to be done by the contractor or which arises on account of his default and/or any un fulfillment of his obligations in respect of which all cost and expenses are to be incurred by the company and such cost and expenses including interest if any are recoverable from the contractor.

In the event of agency/ contractor's failure to fulfill the contract terms for execution of work therein, OMDC reserves the right to terminate the contract by giving 30 (thirty) days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the contractor.

In the event of discontinuity / closure of his establishment connected with the work under contract before the expiry of the contract period, the agency/ contractor shall give at least 30 days notice in writing to the company and to the appropriate Government, in default of which losses suffered by the company on account thereof shall be borne by the contractor and his security deposit shall stand forfeited.

The security personnel engaged by the agency/ contractor for this work shall be directly under the employment of the agency/ contractor and no employer-employee relationship shall exist between the security personnel engaged by the agency/ contractor and OMDC. As such, no claim for employment in the principal employer shall be entertained. OMDC will be absolved from any such liability of employment/reemployment of such security personnel.

**Sd/
BUSINESS HEAD**

Annexure-A

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED, THAKURANI

PRICE BID

Sub: Maintenance of security Services at Thakurani, Roida & Belkundi-Bagiaburu Mines, OMD, Barbil.

Tender Notice No. OMD/Mines/Sec/LTE/40/2023-24

Dated : 22/09/2023

Sl.	Category	Heads	Rate/Head per day (In Rs.) Without GST.	Rate/Head for 26 days (In Rs.) Without GST.	Total amount for 26 days (In Rs.) Without GST.
		(a)	(b)	(c)	(d= a x c)
1	Security guard with Arm	12	858.00	22,308.00	2,67,696.00
2	Security guard without Arm	92	736.00	19,136.00	17,60,512.00
3	Supervisor	06	858.00	22,308.00	1,33,848.00
	Sub-Total	110	A		21,62,056.00
4	Fringe Benefits :- (PF- 13%)	B= 13% on A			2,81,067.00
5	Holiday wages (2 days)	C=			1,66,312.00
6	Bonus	D= 8.33% of Rs. 7000/- per person per Month (Maximum) to eligible worker			53,645.00
		Sub-Total (A+B+C+D)			26,63,080.00
7	Profit margin + other expenses as per Tender terms. (ESIC/Group Insurance, House rent, Tools & Tackles, local Police liaison expenses, Dress Materials and others)	E =			
Grand Total (A + B + C+D+E)					

Grand Total amount (in Words)

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Note:

- i. The L-1 bidder will be evaluated on the basis of lowest quoted Grand Total Value in the Price Bid.**
- ii. GST will be paid extra as applicable.**
- iii. In case there is any discrepancy between figure and word then the amount quoted in word will be considered for evaluation.**

**SIGNATURE OF
BIDDER**