

TENDER DOCUMENT
FOR
SECURITY SERVICES
2017-18

ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)
(A GOVERNMENT OF ODISHA UNDERTAKING)
OMC HOUSE, POST BOX NO-34
BHUBANESWAR-751001
ODISHA

TENDER DOCUMENTS FOR DEPLOYMENT OF SECURITY PERSONNEL BY SECURITY AGENCIES FOR SECURITY MANAGEMENT AT DIFFERENT MINES/CAMPS/OFFICES OF OMC LTD, GOVERNMENT OF ODISHA CHECK GATES/WEIGH BRIDGES UNDER DIFFERENT MINING CIRCLES AND OFFICE OF THE DIRECTORATE OF MINES, BHUBANESWAR

**ODISHA MINING CORPORATION LIMITED
(A GOLD CATEGORY STATE PSU)
(A GOVERNMENT OF ODISHA UNDERTAKING)
OMC HOUSE, POST BOX NO-34
BHUBANESWAR-751001
ODISHA**

NIT No: 01/OMC/SECURITY/2017

Date: 12/01/2017

TENDER NOTICE FOR SECURITY SERVICES

THE ODISHA MINING CORPORATION LTD., ODISHA invites sealed tenders under two-bid system from reputed and experienced agencies for providing Security Services at various locations as per existing deployment system at different parts of the State of Odisha. The interested agencies with an annual Turnover of not less than Rs 8.00 Crore are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" classified further in two parts "General Conditions" and "Special Conditions" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Security Services with Tender No. and should reach to the undersigned in the above mentioned address before 1400 hrs on dated **24th Jan 2017**. The technical bids shall be opened on the same day at 1600 hrs at the said address in the presence of the parties or their authorized representatives if any.

The financial bid (of the qualified Tenderer in technical bid) will be opened subsequently on a later date which will be intimated to the concerned bidders over fax/telephone for their presence before the Committee.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft Agreement can be downloaded from the OMC website www.omcltd.in. The downloaded tender document should be accompanied with an account payee Demand Draft for Rs.5, 250/- (cost of Tender documents + 5% VAT) in favour of The Odisha Mining Corporation Ltd. Drawn on any Scheduled/Nationalised Bank payable at Bhubaneswar towards tender documents cost (non-refundable) along with their tender bid. The bid security (EMD) of Rs. 8,00,000.00 (Rupees Eight lakhs) only should be paid by an Account Payee Demand Draft in favour of "THE ODISHA MINING CORPORATION LIMITED" drawn on any Scheduled/Nationalised Bank Payable at Bhubaneswar.

Any corrigendum(s) shall be communicated through the tender section of the website www.omcltd.in.

General Manager (Security)

BIDDER'S COVERING LETTER

To

The General Manager (Security),
The Odisha Mining Corporation Ltd.,
OMC House, Post Box No-34,
Bhubaneswar-751001 (Odisha)

Dear Sir,

Ref: Tender no: _____

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and within the local jurisdiction and as per the schedule of prices attached herewith and made within the local part of this letter.

I/We undertake that, if my/our bid is accepted, I/We shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If my/our bid is accepted, I/We shall submit the securities as per the conditions mentioned in the contract.

I/We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award along with the work order issued by OMC shall constitute a binding contract between us.

Bid submitted by me/us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this Day of (the month and year)

Signature of Authorised Signatory

In capacity of

Duly authorized to sign the bid for and on behalf of.....

In case document downloaded from website, cost of bid document: Rs.5, 250/-

in shape of Crossed Demand Draft No..... dated

Drawn on bank:

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To

The General Manager (Security),
The Odisha Mining Corporation Ltd.,
OMC House, Post Box No-34,
Bhubaneswar-751001 (Odisha)

Dear Sir,

Subject: Authorization for attending bid opening on (date) in the Tender for Security Services for the Odisha Mining Corporation (tender no: _____)

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate
Representative
Signatures of bidder

or

Officer authorized to sign the bid documents on behalf of the bidder. (Signature should be attested by the owner of the organization.)

Note:

1. Only one representative shall be allowed. Alternate representative will be permitted when regular representatives is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

TENDER DOCUMENT
THE ODISHA MINING CORPORATION LTD. ODISHA
TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

1. Name & Address of the Bidder Organization/Agency with phone number, email and name and telephone/mobile number of contact person.	
2(a). Status of the organization whether Partnership/private or public Ltd. Company/any other form of body/entity. 2(b). Document evidencing the formation of organisation like Regd. partnership deed/ Memorandum/ article of association/certificate of incorporation / in other document in support of formation of the entity.	
3. Experience in the work of providing Security services. Particulars of Experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out during the last 5 years along with a certificate from the agency where the job was carried out.	

Sl. No.	Name of Organisation with complete address and telephone numbers to whom service provided	From	To	Contracted Value(Per month)	If terminated reason thereof	Strength of Ex-servicemen deployed

4. Details about the Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll available for performing this service:	
5 (a) Is the establishment registered with the Government of Odisha as per the prevailing statute like Odisha Private Security Agencies (Regulation) Act, 2005/ Odisha Private Security Agencies Rules, 2009 of any other state? Please give details with document/evidence. The Licence issued by Home Deptt, Govt of Odisha should be valid as on date of submission of tender. 5(b) Do you have valid labour licence ? Please provide details and attach a copy. Licence to keep armed guards and Licence for guns/shorts should also be enclosed. 5(c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite age, qualification and experience for deployment in OMC Ltd.	

5(d) Is the agency empanelled under DGR. Please give details. 4(e) If the agency has got ISO certificate. Please give details.	
6. Are you covered by the labour legislations, such as, ESI, EPF, and Gratuity Act etc? (supporting documents be attached)	
7. Please give EPF No: ESI Code: Gratuity Regn.No. (Please attach self attested Copies.)	
8. Are you governed by Minimum Wages rules of the Govt of Odisha or Central Govt. if yes, please give details.	
9. Please attach copies of Income Tax Return for last 3 years duly signed by Partner/Director in each Page.	
10. Please attach balance sheets of the organisation, duly certified by Chartered Accountant for last 3years.	
11. PAN (Please attach copy)	
12. Trade Licence No.(Please attach copy)	
13. Service Tax Registration No. in similar type of Classification. (Copy of the Service Tax Registration to be submitted).	
14. Acceptance of terms & conditions attached (Yes/No).Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15. Power of Attorney/authorization for signing the bid documents.	
16. Please submit an undertaking that no criminal case is pending against the proprietor/partner or the Company/Agency participating in the tender. Indicate if, any conviction in the past against the Company/firm/partner/proprietor.	
17. Please attach documentary evidence in respect of strength of personnel engaged in the organisation.	
18. Solvency Certificate from the bank where you maintain the A/C.	
19. Attach photocopies of award/felicitation certificate of merit for good work if any.	
20. Evidence of availability of training facility and service equipments and gadgets.	

21. Details of the D.D of Rs. 8, 00,000/- towards Bid security (EMD) and a DD for Rs.5, 250/- for The tender document downloaded from OMC's Website.

DD

No.

Date.

Drawn on.

All copies must be self attested.

FINANCIAL BID
(In sealed Cover-II super scribed "Financial Bid")

Sl. No.	Description	Security Guard Semi-Skilled(Rs)	AG/ Supervisor (Skilled) (Rs)	Asst.Security Officer High Skilled(Rs)	Security Officer (Rs)
1.	Basic Wages per day	150.00	180.00	210.00	
2.	VDA per day	162.00	194.00	226.00	
3.	Total per day (Basic + VDA)	312.00	374.00	436.00	
4.	(Basic + VDA) per month (Basic + VDA per day X 365/12)	9490.00	11375.83	13261.67	
5.	EPF, EDLI & Admn Charges @ 13.36% of SI-4	1267.86	1519.81	1771.76	
6.	ESI where applicable @ 4.75% of SI-4	450.77	540.35	629.93	
7.	Bonus @ 8.33% of Rs 7000/-	583.10	583.10	583.10	
8.	Gratuity/Termination benefit @ 15 days per year/@ 4.11 % of SI No.4.	390.04	467.55	545.05	
9	Leave/Holidays Salary @ 13.70 % of SI. No-4 , 5 & 6 inclusive of PF & ESI contribution of Employee and Employer i.e. @ 25.36 % towards PF & @ 6.5 % towards ESI	1535.58	1840.73	2145.88	
10	Total Cost Per Head	13,717.35	16,327.37	18,937.39	30,000.00 (Consolidated)
11	Service Charges as a percentage of amounts under SI. No. 10 above to be quoted not less than 3 % (i.e. the Minimum Service Charges has been fixed @ 3 % of SI. No-10)				

N.B : Successfully Tenderer will be consider for award of works for either 01(one) or 02(two) Unit basing on competitive rate in the Tender. The Tenderer is required to give his option in order of preference to consider his case for award of work. Corporation at its discretion shall consider the same which shall not be questioned by the Tenderer.

SI No	Unit	Name of Mines/ Camps/Plots/Offices	Strength of Security Personnel
1	Unit-1	Barbil Region	438
2	Unit-2	J. K Rioad Region, Koira Region, Rayagada Region	444
3	Unit-3	Bangur Region, Gandhamardan Region, Daitari Region, Shipment Office Paradip, Angul Region, OMC Head Office & Transit Camp Bhubaneswar	353
4	Unit-4	Existing Deployment at Govt . of Odisha Check Gates/Weigh Bridges under different Mining Circles as at Appendix –B (I)	126
		Additional deployment maximum 331 to be made by the Tenderer as and when required as per requirement of Directorate of Mines for deployment of Security Personnel at different Check Gates/Weigh Bridges through out Odisha under different Mining Circles(Only on requirement either at a time or in a phased manner) as at Appendix-B(II).	<u>331</u>

Note:

1. Basic + VDA (A) will be calculated as per Govt. of India, Ministry of Labour.
2. Wages calculated as per VDA applicable w.e.f. 01.10.2016.
3. In addition to the above, service tax will be charged on gross monthly billing as per the provision of Service Tax rules.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. Further certified that I/We have visited the various field/site of OMC Ltd and aware of the running of security deployment contract timing/ to be confirmed after this tender and understood the field conditions.

Note:-

- i) No other charges would be payable by OMC.
- ii) There would be no increase in rates during the contract period except for changes in VDA announced by Govt. of India, Ministry of Labour and employment, from time to time. Accordingly ESI, EPF, EDLI, Admn Charges and Leave/Holidays Charges will change proportionally. In case of Security Officer the payment is on consolidated basis and no escalation, will be allowed, during the contract.

Date:

(Signature of Bidder with seal)

Name:

Seal:

Address:

Phone No (O):

TERMS & CONDITIONS OF ONTRACT
(Annexure to the Agreement)

A. Scope of Work:

To provide Security services at any /all the Mines/Camps/Plots and Offices of OMC, Govt. of Odisha Check Gates/Weigh Bridges under different Mining Circles and office of the Directorate of Mines, Bhubaneswar as may be decided in future, by deploying required number of Security Personnel.

1. The Bidder shall provide Security services by deploying adequately trained and well disciplined security personnel (**preferably Ex-servicemen**) who shall safeguard the perimeter, movable and immovable assets, and equipments and also guard entry/exit points from any theft, pilferage or damage and also ensure safety of the employees or any other persons working therein.
2. The security personnel shall be deployed round the clock in 3 shifts at the Mines/ Camps/ Plots/Offices, Govt of Odisha Check Gates/Weigh Bridges & Office of the Directorate of Mines, Bhubaneswar to work in the premises on 24X7X365 days basis. Each personnel shall perform only one shift per day.
3. The Bidder shall ensure proper inward and outward movement of men, materials and vehicles, etc as per instructions given from time to time by the officer in charge of the security It should be responsible for maintaining proper traffic of the incoming and outgoing vehicles and to ensure that there is no congestion whatsoever at any moment of time.
4. Controlling unauthorized entry or exit of vehicles in and around OMC premises.
5. To carry out surveillance of the allocated area.
6. Any other services on need basis as and when informed in writing by the officer in charge of the Security.
7. The security personnel deployed shall take regular rounds of the premises in and around the check gate, should be vigilant and remain alert to avoid any unforeseen event.
8. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment, if any, installed at the OMC Premises and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles.
9. The Bidder shall keep the General Manager (Security) of OMC informed of all the matters relating to security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria of Bidders:

1. The Bidder may be a Proprietary, Regd.Partnership Firm, Company or Corporate body legally constituted or a Society Regd. Under the Societies Registration Act to be supported by a certified copy of the constituting Deed/ Document.
2. The Bidder shall have at least 5 (Five) years of experience in providing security services to reputed firms/PSUs to be supported by a copy of the certificates from the clients. However no such certificate in respect of Agencies working in OMC is required for the purpose.
3. The Security Agency shall have an annual turnover of Rs.8.00 crore or more in each of the preceding three years for Security Services to be supported by certified copies of the audited accounts of the preceding 03(Three) years duly attested by Auditor.
4. There shall not be any criminal case pending against the proprietor/Firm/Partner or the Company (The Bidder) and the Agency shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
5. The bidder shall have the following Registrations as evidenced by self attested copies of relevant Certificates:
 - (a) PAN.
 - (b) PF Registration.
 - (c) ESIC Registration.
 - (d) Service Tax Registration under similar classification of security service.
6. The Bidder should have successfully carried out at least one security contract involving employment of 100 or more well trained Ex-Servicemen /Ex-Paramilitary forces/personnel as security guards/supervisors , during last 5 (five) years in reputed organizations to be evidenced by attachment of certified copies of annual EPF returns. **Agencies having experience, in providing Security Services in PSUs/Government/reputed private organisations and having maximum no of Ex-Servicemen on its roll will be preferred.**
7. The bidder should have adequate training facilities/faculties and requisite security training equipments as evidenced by an undertaking in this regard from the **Controlling Authority** (as prescribed in Odisha Security Agencies Rules,2009).

8. The bidder should be capable of providing maximum number of Ex-Servicemen, Ex-Paramilitary/Ex Armed Police forces as Security Officer, Asst. Security Officer, Supervisor, Armed Guard and Security Guards.

9. All the documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and the total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory.

10. The successful bidder should be Registered Agency under Odisha Private Security Agencies Rule, 2009.

11. The OMC reserves the right to call for any document in original including bank account to verify the veracity of the document & give presentation before the OMC Official in support of their capability and experience etc.

C. Information and Conditions relating to Submission of Bids:

1. The initial period of contract shall be for only 12 months and can be extended for a maximum period upto 03(three) years on yearly extension basis subject to satisfactory performance in execution of Contract assignment.

2. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from the OMC website. The bidders should enclose an account payee DD drawn on any Nationalised/scheduled bank and payable at Bhubaneswar for Rs.5, 000.00 + 5% VAT (Cost of Tender documents + 5 % VAT) along with their bid in the Cover-I **containing Technical Bid.**

3. The interested Bidders are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing **“Technical Bid”** shall include **“General Conditions” contained in A and C and “Special Conditions” contained in B and D** above and sealed Cover-II containing **“Financial Bid”** should be placed in a third sealed cover super scribed **“Tender for Security Services”** with tender No. should reach the OMC Ltd, Bhubaneswar before 1400 hrs on or before **24th Jan 2017**. The technical bids shall be opened on the same day at 1600 hrs at the Odisha Mining Corporation Ltd. The **Financial bid** (of the **qualified Bidders in Technical bid**) will be opened subsequently on a later date, which will be intimated to the concerned qualified bidders over fax/telephone for their presence before the committee, for opening of the **Financial Bids. One Agency can submit Financial Bid with offered rates either any 02(two) Units of total work maximum. The Bidder is required to visit site and make field visit and fully aware of the details of Contract before submission of Technical Bid/Price Bid etc.**

4. All the pages of the tender documents should be signed by the owner of the firm or his Authorized signatory. In case the tender documents are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Security (EMD) of Rs. 8,00,000/- (Rupees eight lakhs) only along with the technical bid by an A/C Payee Demand Draft in favour of " The Odisha Mining Corporation Ltd.", drawn on any Nationalised/Scheduled Bank and payable at Bhubaneswar. **Bids received without Tender Paper Cost and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.**
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalisation of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) shall submit a **Bank Guarantee** in OMC format on any Nationalised Bank payable at Bhubaneswar equal to 5% of Annual Contract value towards **Initial Security Deposit (ISD)** with validity equal to the period of contract with a claim period of additional two months. This is to be submitted within 15 day of issue of work order and signing of the Agreement. On submission of such Bank Guarantee and signing of agreement, EMD of successful bidder will be refunded.
9. **If the successful bidder fails to furnish the Initial Security Deposit (ISD) within 15 (fifteen) days after the issue of Letter of Award of Work or not cope up with work awarded to him, its bid security (EMD) shall be forfeited unless time extension is granted by OMC for deposit of ISD etc.**
10. The ISD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract. Besides in such cases, work shall be carried out by engaging any other Agency realising the cost from Bidders ISD/Security Deposit etc.
11. The Initial Security Deposit shall be refunded to the Agency on satisfactory completion of the contract and settlement of the statutory dues of the security personnel till such time, if necessary the Bank Guarantee period is to be extended by the Agency.
12. The Technical bids would first be taken into consideration by the **Tender Evaluation Committee** and only those bidders who qualify in the Technical bid would be considered for the Financial Bids. In case the numbers of L-1 Bidder will be more than one, then their will be a evaluation for work allocation as per the recommendation of Corporation Authorities. The lowest bidder (L1) in the financial bid would be preferred for award of Contract in case otherwise not unsuitable. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the Committee for negotiation for execution of work at **L-1** rate. Corporation Authorities reserves the right to distribute the work amongst other Bidders at L-1 rate without assigning any reason to the Lowest Offered Agencies for smooth operation of security system in OMC Ltd.

13. The bid shall be valid and open for acceptance of the OMC for a period of 90 days for one unit only, from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.

14. To assist in the analysis, evaluation and computation of the bids, the Committee will ask Bidders individually for clarification of their bids through a Power Points Presentation. **Power Point presentation to include details of Ex-Servicemen / Ex-Paramilitary Personnel held on roll, experience in providing Industrial security services to other Govt. PSU's, financial capabilities, and details of training / training facilities held(As per Govt of Odisha Private Security Agencies Rules,2009), will be given by each Agency, at the time of opening of Technical Bids.** The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

15. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions. In case two or more agencies are found to have quoted the same rates for the L1, the agency shall be considered whose Annual Turnover of last year was more. The decision of the OMC Management shall be final and binding in all respect.

16. OMC can distribute the work to technically qualified bidders at L-1 rate to various regions under the jurisdiction of Odisha Mining Corporation Ltd at its discretion.

17. If the contract rate falls below the minimum wage consequent upon the upward revision by the Government and upon such revision the agency pays at such higher rate, such differential amount arising out of upward revision in minimum wages shall be reimbursed by the OMC subject to production of claims duly supported by documentary evidence.

18. During the contract period the successful bidder shall not enhance the contract rate at any time except as specified in the conditions relating to submission of bids.

19. OMC reserves the right to accept or reject any or all bids without assigning any reasons thereof. OMC also reserves the right to reject any bid which in his opinion is not responsive or violating any of the conditions/specifications without any liability or any loss whatsoever it may cause to the bidder in the process.

20. The successful bidder is to start the work of deploying its personnel within 15(Fifteen) days of receiving the work order.

21. Under no circumstances the dependent, family members of existing OMC employees/ Ex-employees shall be deployed as Security Guard in same station where the employees of OMC is working and in case any dependent/family members deployed as Security Guard at any places, the same shall be intimated to the General Manager(Security) promptly.

22. Under no circumstance local persons shall be deployed within 50 K.M of his permanent residence to attend security duties in OMC.

D. Terms and Conditions

1. **The successful bidder shall have to follow the stipulations laid down in the Odisha Private Security Agencies Rules, 2009 before signing the Agreement.**
2. The security services and provision for the required manpower shall be paid as under per month:-

Sl. No.	Description	Security Guard Semi-Skilled(Rs)	AG/ Supervisor (Skilled) (Rs)	Asst.Security Officer High Skilled(Rs)	Security Officer (Rs)
1.	Basic Wages per day	150.00	180.00	210.00	
2.	VDA per day	162.00	194.00	226.00	
3.	Total per day (Basic + VDA)	312.00	374.00	436.00	
4.	(Basic + VDA) per month (Basic + VDA per day X 365/12)	9490.00	11375.83	13261.67	
5.	EPF, EDLI & Admn Charges @ 13.36% of SI-4	1267.86	1519.81	1771.76	
6.	ESI where applicable @ 4.75% of SI-4	450.77	540.35	629.93	
7.	Bonus @ 8.33% of Rs 7000/-	583.10	583.10	583.10	
8.	Gratuity/Termination benefit @ 15 days per year/@ 4.11 % of SI No.4.	390.04	467.55	545.05	
9	Leave/Holidays Salary @ 13.70 % of SI. No-4 , 5 & 6 inclusive of PF & ESI contribution of Employee and Employer i.e. @ 25.36 % towards PF & @ 6.5 % towards ESI	1535.58	1840.73	2145.88	
10	Total Cost Per Head	13,717.35	16,327.37	18,937.39	30,000.00 (Consolidated)
11	Service Charges as a percentage of amounts under SI. No. 10 above to be quoted not less than 3 % (i.e. the Minimum Service Charges has been fixed @ 3 % of SI. No-10)				

Note:

- (a) **Basic + VDA will be calculated as per Govt. of India, Ministry of Labour.**
- (b) **Wages calculated as per VDA applicable w.e.f. 01.10.2016**
- (c) **In addition to the above, service tax will be charged on gross monthly billing as per the provision of Service Tax rules.**

3. Hence, arrangement of deployment of the Security personnel is without prejudice to the right of OMC to deploy the security personnel in any other number or manner considered to be more suitable by OMC in the interest of the OMC.

4. PAYMENT TERMS The Bidder has to raise bills on monthly basis to the respective Regional Heads for payments. The terms of payment will be as under:-

(a) OMC will pay for monthly services availed for each category of Security Personnel as per amount mentioned in Price Bid Schedule plus service charges to be finalised under this tender to the Agency.

(b) In addition to the above, service tax as applicable will be paid to the agency on gross monthly bill amount. The Bidder shall raise the bill as per Service Tax Rule 4A.

(c) The Bidder has to pay to the security personnel their earning under SI.No.4 of Clause D (2) i.e wages + VDA - 12% of wages towards employees contribution to PF + SI.No.7 Bonus, SI. No.8 Gratuity/Terminal benefit and SI No.09 Leave/Holiday salary/Gratuity of Clause D (2) except statutory dues if any required to be deposited with statutory authorities towards EPF, ESI contribution etc., by transferring to their individual bank account by 1st week of the succeeding month in conformity with Payment of Wage Act alongwith the bill amount.

(d) The Bidder has to deposit the statutory dues under SI.No.5 & 6 of Clause D (2) along with the employee PF contribution every month against each security personnel to the concerned authority. The Bidder is also required to deposit the statutory dues towards different components involved in Item No.9 of Clause D(2).

(e) The Bidder will submit the bill to the concerned authority of Mines/Camp/Office/Govt of Odisha Check Gates/Weigh Bridges in every month along with the attendance of current month, the wages sheet, PF Deposit Challan, and any other statutory deductions if so will be submitted for the same month with the current bill. The RSO/ASO/ASI/Officer I/C Security or any authorised Officer of OMC/Govt of Odisha Check Gate/Weigh Bridge will verify the attendance and forward the same for onward check up of Wages Sheet, PF Deposit, Service Tax Deposit, Bank Payment Sheet and other required documents by the statutory authorities of Mines/Camp/Office/ Govt Check Gates, who will further recommend/send the bill to the Regional Office/Head Office in order to release payment to the Bidder. The above documents except attendance and Wages Sheet are not applicable for first monthly bill.

5. The successful bidder shall have to open an office in the state of Odisha before signing the agreement and has to produce the supporting documents while signing the agreement.

6. The agency shall ensure that the security personnel (preferably Ex-Servicemen) deployed is healthy and as per eligibility criteria as mentioned below. The agency will get their antecedents; character and conduct of individual security personnel verified by respective local police before deployment and shall produce the same.

7. Eligibility Criteria for SO/ASO/Supv. As the Mines/Prospecting camps of OMC are mostly located at Sensitive LWE affected districts the Security Officers, Asst Security Officers and Security Supervisors will have the following eligibility criteria:-

(a) Security Officers (SO)	<p>i) Hony Captain /Lieutenant on active list from Infantry, Artillery & Armoured Corps Only.</p> <p>ii) Tradesmen of from Infantry, Artillery & Armoured Corps, will not be eligible.</p> <p>iii) Not more than 55 years of age for initial recruitment purpose and age criteria for retirement as given in Private Security Agencies (Regulation) Act, 2005.</p> <p>iv) Medical category AYE.</p>
b) Asst Security Officer (ASO)	<p>i) Jr. Commissioned Officers from Infantry, Artillery & Armoured Corps Only.(Hony Jr. Commissioned Officers will not be eligible)</p> <p>ii) Tradesmen of from Infantry, Artillery & Armoured Corps, will not be eligible.</p> <p>iii) Not more than 55 years of age for initial recruitment purpose and age criteria for retirement as given in Private Security Agencies (Regulation) Act, 2005.</p> <p>iv) Medical category AYE.</p>
c) Supervisors (Supv.)	<p>i) Havildars from Infantry, Artillery & Armoured Corps Only.</p> <p>ii) Tradesmen of from Infantry, Artillery & Armoured Corps, will not be eligible.</p> <p>iii) Not more than 55 years of age for initial recruitment purpose and age criteria for retirement as given in Private Security Agencies (Regulation) Act, 2005.</p> <p>iv)Medical category AYE.</p> <p>v) Civilian Supervisors (not ex-servicemen) will be employed only in exceptional cases. They must have the following qualifications:-</p> <p>a) Minimum 5 years of experience.</p> <p>b) Physically fit.</p> <p>c) Preferably Having NCC A or B certificate</p> <p>d) Preferably below 40 years of age.</p>
e) Armed Guard (AG)	As per Eligibility Criteria given in Private Security Agencies (Regulation) Act, 2005.
f) Security Guard(SG)	As per Eligibility Criteria given in Private Security Agencies (Regulation) Act, 2005.

8. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to concerned mines/regional office of OMC along with testimonials before they are actually deployed for the job.

9. The Bidder shall neither deploy nor withdraw any personnel at anytime without approval of General Manager (Security).

10. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises, they shall work under the directives and guidance of Officer in charge of Security.

11. The Bidder shall deploy security guards trained in all facets of security work, including fire fighting and the Agency shall provide necessary documentary evidence in this regard.

12. A senior level representative of the Agency shall visit the site of deployment at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the officer in charge security for mutual feedback regarding the work performed by the personnel deployed and for removal of deficiencies, if any, observed in their working. Such mutual feedback must be documented diligently. The General Manager (Security) on behalf of the OMC or his authorized representative may review the work of the Agency.

13. The Bidder shall ensure that any replacement of the personnel, as required by OMC for any reason specified or otherwise, shall be effected promptly without any additional cost to the OMC. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the OMC at the Bidder's own cost.

14. The Bidder shall provide reasonably good uniform with name badges to its personnel deployed at locations at its own cost from Service Charges due to him quoted inclusive of such cost and ensure that they are used by the personnel deployed and are maintained in good condition. The uniform, accessories such as, belt, shoes, socks, caps, torch without cell, batons, gun, bullets, etc shall be borne/ supplied by the Agency at its cost. The clothes worn by the security guards while on active duty shall be such that it would not hamper in his efficient performance. In particular, it will neither be too tight not too loose so as to obstruct movement or bending of limbs. Every security guard will carry a notebook and a writing instrument with him which will be provided by the OMC Ltd. Every security guard, while on active security duty, will wear and display the photo identity card issued under Section 17 of the Act (i.e Private Security Agency (Regulation) Act,2005) on the outer most garment above waist level in a conspicuous manner.

15. As per the Odisha Private Security Agencies Rules, 2009, the Agency will have to issue uniform and make it obligatory for its security guards to put on:-

- (a) An arm badge clearly distinguishing the Agency,
- (b) Shoulder or chest badge to indicate his position in the organization,
- (c) Whistle attached to the whistle cord and to be kept in the left pocket,
- (d) Shoes with eyelet and laces,
- (e) A headgear which may also carry the distinguishing mark of the Agency.

16. In addition, woollen wear, raincoats, Dragon Lights and batons will also be issued. The uniform items will be issued on yearly basis.

17. The Bidder shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of the OMC. The security personnel shall abide by the provisions of law.

18. **Accommodation/House rent.** The Security Personnel shall be provided with proper barrack type accommodation or any other accommodation as available in the mines/place of deployment. Whenever suitable accommodation is not provided, a committee at Regional Office level will examine the fair market rate and the RM will forward the proposal to HO for sanction and reimbursement of house rent in lieu of accommodation.

19. **Medical.** Basic medical assistance in the form of medicines and First Aid shall be provided by OMC.

20. **Vehicle.** OMC Management will pay for deployment of hard top Bolero/Tata Sumo for 3 shift patrolling and **allied security duties only** depending upon necessity and requirement at the Regional Office approved tender rate for similar vehicle per month, wherever it is decided to be deployed. Diesel shall be provided by the Corporation on kilometrage basis on production of vehicle log book duly countersigned by the departmental RSO/ASO/ASI or the Regional Security I/c. as a token of having performed **security related duties only**. This vehicle will not be used for any other administrative / routine duties of mines/prospective camps. The Bidder shall ensure payment of Minimum Wages and deposit of PF and other statutory dues of drivers of above vehicle. The details of deployment of vehicles will be as per **Appendix-A**.

21. The day-to-day functioning of the services shall be carried out in consultation with and under the direction of the Officer in charge of Security. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency. If required, the attendance of security personnel shall be recorded through "Biometric" system of the Corporation.

22. The Bidder shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the OMC shall not be liable to bear any expense in this regard. The Bidder shall make payment of wages of a month to security personnel engaged by it by first week of the succeeding month in conformity with Payment of Wage Act irrespective of any delay in settlement of its bill by the OMC for whatever reason. The Bidder shall also be responsible for the insurance of its personnel. The Bidder shall ensure registration under ESI of all security personnel and shall make arrangement for issue of personal ESI ID No/Smart Card etc to enable the security personnel to avail facilities under ESI Scheme without fail. Under no circumstances The Bidder shall be exempted for non compliance of its responsibility under ESI Scheme.

23. Detail of leave wages / Gratuity/ Retrenchment benefit to be paid will be as under:-

- (a) Earned Leave - 15days per year
- (b) Medical & causal leave -28 days per year
- (c) National & Festival holidays -07 days per year
- (d) Gratuity/Retrenchment benefit - 15 days per year

24. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications:-

- (a) The Payment of Wages Act 1936.
- (b) The Employees Provident Fund Act, 1952.
- (c) The Contract Labour (Regulation) Act, 1970.
- (d) The Payment of Bonus Act, 1965.
- (e) The Payment of Gratuity Act, 1972.
- (f) The Employees State Insurance Act, 1948.
- (g) The Employment of Children Act, 1938.
- (h) Minimum Wages Act, 1948.
- (j) Private Security Agencies (Regulation) Act, 2005.
- (k) Industrial dispute Act, 1947.
- (l) Orissa Private Security Agencies Rules, 2009.

25. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to OMC and maintain liaison with the police. FIR will be lodged by officials of the OMC on intimation by The Bidder, wherever necessary. If needed, joint enquiry will be conducted comprising of both the parties and responsibility will be fixed.

26. The Bidder shall ensure that security staff appointed by them is fully loyal-to and assist the officers in charge of the security during normal periods as well as during strike and other emergencies for the protection of personnel and property, both movable and immovable, to the entire satisfaction of the OMC.

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

28. In the event of any security personnel being on leave/absent, the Bidder shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to OMC. Under no circumstances any security personnel will be allowed to give duty beyond one shift. In case if the personnel is made to do duties for more than one shift, OMC will not make any additional payment.

29. As and when required for additional security strength on temporary or emergent basis, the Bidder will provide such security personnel under the same terms and conditions. If the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Security I/C shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
30. The Bidder shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Bidder shall submit to the OMC an attested photocopy of the attendance record and enclose the same with the monthly bill. Such attendance register shall be super checked by the officer in charge of the security.
31. The OMC Official head of the concerned region shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
32. There would be no increase in rates payable to the Bidder during the Contract period except reimbursement of the incremental wages paid by the agency consequent upon revision of wages by the Government.
33. The Income-tax and other statutory dues as applicable shall be deducted from the bill unless exempted by the concerned Department in favour of the agency and the documentary evidence of such exemption is to be submitted for availing the exemption.
34. The Security personnel deployed by the agency shall be literate so as to be able to make entries in the registers kept at the security desk / booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
35. In case of non compliance/non-performance of the services according to the terms of the contract, the OMC Official head of the concerned region shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
36. The Bidder shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Bidder shall fully indemnify the OMC of the concerned Mines/Camps/Plots/Officers against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in premises/facility.
37. The decision of OMC in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Bidder.

38. In case of any dispute between the Bidder Agency and OMC, the decision of the OMC shall be final. Any dispute or differences arising under the terms of this Agreement, same shall be settled, by reference to arbitration by a sole Arbitrator to be appointed by OMC Ltd.

39. Integrity, Pact shall from a part of this Agreement and the Bidder Agency undertakes to follow the said pact without any Aberration.

40. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

41. An agreement shall be signed with the successful bidder as per specimen enclosed. Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between the OMC and The Bidder and any non-compliance by The Bidder shall be deemed as breach of contract and accordingly attract Penal Provisions.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclosures :

1. D.D. No. _____
2. **Terms & Conditions (each page must be signed and sealed)**
3. **Financial Bid.**

Date:

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No (O) :

DEED OF AGREEMENT

PREAMBLE

This deed of agreement entered into between the parties referred to hereinafter on this day of _____2017 between the General Manager (Security), The Odisha Mining Corporation Ltd , Bhubaneswar called the First party and which includes, his successors, Administrators and assigns of the First Party.

And

M/s _____

(Herein after called the 2nd Party) which term includes successors, Administrators and assigns of the 2nd Party.

Whereas the 1st party in order to strengthen the security administration, management and control of the various Mines/Camps/Plots/Offices and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles situated under the territorial jurisdiction and administrative control of OMC invites offers through open advertisement from Regd. Organisation/Agency/Company to provide Security personnel to be deployed at the various locations.

And whereas the 2nd party having been selected on the basis of his offer in Technical and Financial bid for providing such security services, consisting of personnel under their own employment to be deployed at various Mines/Camps/Plots/Offices under the territorial jurisdiction of 1st party as per the requirement.

TERMS AND CONDITIONS

Parties hereto hereby execute this agreement to abide by the following terms and conditions;

1. That the 2nd Party shall have to abide by all the stipulations laid down in the Odisha Private Security Agencies Rule, 2009.
2. That the 2nd Party shall have the complete responsibility to provide security to the 1st party and its employees of Mines/ Camps/ Plots/ Plots and Govt of Odisha Check Gates/ Weigh Bridges under different Mining Circles as stated in the **Appendix-B** appended to this Agreement round the Clock for 24 hours a day consisting of requisite numbers as in the Annexure in eight hour shifts by providing the required number of security personnel for each Mines/Camps/Plots/Offices and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles to be deployed under instructions and control of such authorized officers of the 1st Party.
3. That the security personnel so deployed will be under obligation to discharge any other security duty as required by the 1st Party or their Officers in charge of the Mines/Regional Offices/Plots and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles even when they are not on shifts duty.
4. That 2nd Party shall be held responsible for conduct, deeds of its security personnel deployed in different Mines/Camps/Plots/Offices and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles.
5. That the 2nd Party shall have over-all responsibility to protect the property , records and employees of the 1st Party in Mines/Camps/Plots/Offices and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles where their security personnel are deployed.
6. That the 2nd Party shall provide security services through its security personnel which shall, inter alia, include regulating the entry and exit of vehicles through the barriers established at the Mines/Camps/Plots/Offices as per the procedure prescribed by the 1st party, and such other duties and at such other places as directed by the Officers of the respective Mines/Camps/Plots/Offices and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles.
7. That the 2nd party shall furnish the 1st Party and/ or the authorized officers the following documents in respect of each security personnel:
 - (a) Permanent Address
 - (b) Temporary / Local address.
 - (c) One pass-port size photograph.
 - (d) Proof of training / experience in security services.
 - (d) Photo ID Card provided by the Security Service Provider.
 - (e) Any one of Voter ID Card/PAN/Passport/Driving License.

8. That all security personnel by the 2nd Party for deployment shall at all point of time continue to be the employees of the 2nd party for all purposes and the 2nd Party shall employ and maintain the security personnel at its own cost and expenses and shall :-

(a) Keep the security staff and its registers/roll, pay their salaries/wages including all statutory payments allowances and meet their cost of dress/uniform and equipment and pay their perks and advances including welfare advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, Gratuity, Bonus and all other payments under the labour or other laws, rules and regulations relating thereto and in force from time to time. The 2nd Party will ensure that no state law of any kind including labour law is violated in any manner.

(b) Provide to the personnel standard common uniform as per clause D, 14 of terms and conditions of contract for all seasons. The clothes worn by the private security guards while on active duty shall be such that it would not hamper in his efficient performance. In particular, it will neither be too tight nor too loose so as to obstruct movement or bending of limbs. Every security guard will carry a notebook and a writing instrument with him. Every security guard, while on active security duty, will wear and display the photo identity card issued under Section 17 of the Act (i.e Private Security Agency (Regulation) Act,2005) on the outer most garment above waist level in a conspicuous manner.

(c) Provide weapons (Guns, Batons and Knife) as per the requirement of rank/status of security personnel for protection. The 2nd party shall obtain license(s) as may be needed under the Arms Act from the District Magistrate and other competent authorities and the 1st party shall not be held responsible in any manner criminally or otherwise if the security personnel engaged by the 2nd party will use fire arms etc. in the discharge of their duties.

(d) Provide to the security personnel the other necessary stores like torches, searchlight, binoculars etc.

(e) The 2nd party shall ensure submission of monthly returns regarding payment of Provident Fund, Employees' State Insurances etc and furnish proof of such contribution to the 1st party along with payment particulars. If the second party fails to comply and effect payment to the aforesaid competent authorities, then the 1st party shall be at liberty to with hold payment of bill till payment to the competent authority by the 2nd party. But the 1st Party is in no way liable for these lapses on part of the 2nd Party.

9. That it is made clear that 1st party shall not be held liable in respect of the obligations and duties of the 2nd party as referred in Para 6 and 7 above in respect of its staff.

10. The following will be adhered to:-

(a) The security personnel deployed by the 2nd party shall perform round the clock watch and ward duties in three shifts i.e. eight hours in each shift as per the shift arrangement made by the concerned Officer-in- Charge of Mines/Camps/Plots/Offices and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles.

(b) That the place of duty and nature of duty will be fixed by the 1st party as per their requirements. The Second party will replace any security personnel within 48 hours if the 1st party finds that their performances not satisfactory.

(c) The 2nd party shall increase or decrease the strength of security personnel as per the requirement of the 1st party as shown in **Appendix-B** with not more than one month's notice.

11. The following will be adhered to:-

(a) The 2nd party shall transfer the security personnel periodically to obviate their collusion with the 1st party/dealers/transporters or their agents and dalals (brokers) and also on receipt of complaint from the 1st party and;

(b) Not allow the security personnel to collude with the employees of the 1st party/dealers/transporters and their agents and dalals or to join in any trade union or take part in any agitation and;

12. That in the event of any damage/loss of the property and premises of the 1st party by robbery, theft or misappropriation, the 2nd party shall be liable to compensate for the loss in kind or cash (the loss will be assessed by a Joint verification).

13. The rates to be charged by the 2nd party to the 1st party for each category of security personnel shall be as follows basing on Minimum Wages declaration as on 01.10.2016 :-

(a) Security Guard (Without Gun) - Rs. 13,717.35 per month.

(b) Armed Guard (Gun man) - Rs. 16,327.37 per month

(c) Supervisor - Rs. 16,327.37 per month.

(d) Asst. Security Officer -Rs. 18,937.39 per month

(e) Security Officer - Rs. 30,000.00 per month (**Consolidated**)

Plus services charges to be finalised in this tender @Rs._____ % of the bill value and applicable Service Tax.

(The rates are consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary, Gratuity etc).

14. Details of leave will be as under:-

(a) Earned Leave -15 days per year

(b) Medical & causal leave - 28 days per year

(c) National & Festival holidays -07 days per year

(d) Gratuity/Retrenchment Benefit -15 days per year

15. If the contract rate falls below the minimum wage consequent upon the upward revision by the State Government and upon such revision the agency pays at such higher rate, such differential amount arising out of upward revision in minimum wages shall be reimbursed by the OMC subject to production of claims duly supported by documentary evidence. During the contract period the 2nd party shall not enhance the contract rate at any time except as specified above.

16. The personnel shall be deployed six days a week with 08 hours shift duty daily. For deployment on Sundays the charges shall be levied pro-rata. National /Public holidays will be treated as working days and there shall be no extra claims by the Second Party for the same.

17. That unfurnished accommodation will be provided by the First Party at Mines/Camps/Plots/Offices and Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles to the Security Personnel. In case of non-availability of accommodation at Mines/Camps/Plots/Offices, the 2nd party will hire private accommodation, the rent of which will be reimbursed by the First Party, as per conditions, given above.

18. The monthly payment along with service tax, (bill are required to be submitted as per Rules 4A of Service tax Rule, 1994) to the 2nd Party will be made by the 1st Party by A/C payee Cheque through RTGS by 10th of succeeding month or availability of funds received from the head office whichever is later and drawn in favour of "XYZ" on receipt of work-done certificate from the Field Officers of 1st Party.

19. That the agreement shall remain valid for a period of twelve months at a time and may be renewed thereafter by the 1st party on satisfactory performance on application by the 2nd party.

20. The agreement can be terminated by either party by giving a notice of two months to other party. But in the event of passing of vehicles taking illegal gratification or otherwise by the security personnel deployed by 2nd party which causes loss of revenue to OMC , the agreement can be terminated by the 1st party after giving seven days notice.

21 That any dispute arising out of this agreement , the same shall be settled mutually between 1st Party and 2nd Party subject to jurisdiction of Court within Bhubaneswar only.

22. In case of any loss/theft, of the OMC of the concerned area will consider the circumstances leading to the loss/theft and submit a report to the General Manager (Security), Odisha Mining Corporation and for fixing responsibility and if the responsibility is fixed upon the Agency, the agency will make good the loss within a specified period or else deduction of the cost will be made from the following month's bill.

23 For any breach of contract, the OMC Official head of the concerned region on behalf of the OMC, shall be entitled to impose a penalty to the extent of Rs 10,000/- on the 1st occasion upon the Agency in the event of breach, violation or contravention of any of the terms and conditions contained herein after bringing it to the notice of the General Manager (Security), Odisha Mining Corporation Ltd and obtaining his approval.

24. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. However the Agency can appeal for waiver of penalty to MD/Chairman, OMC who is the final authority for taking decision in this respect. The decision of the Odisha Mining Corporation Ltd.in this regard shall be final and binding upon the Agency. Some of the instances, in which penalty would be imposed, are enumerated below. But these are inclusive only and not exhaustive and penalty may be imposed for any violation, breach or contravention of any of the terms and conditions as well as assigned duties and in following conditions:-

- (a) If the personnel are not found in proper uniform and displaying Photo Identity Card.
- (b) If the personnel are found indulging in smoking/drinking/sleeping during duty hours.
- (c) If the personnel are found performing double Duty within 24 hours without prior approval.
- (d) The 2nd Party is supposed to provide security personnel. If the 2nd Party is not able to provide the required number quantity and quality of personnel, a penalty for shortage of attendance will be imposed.
- (e) Penalty will also be imposed if the behaviour of personnel found discourteous.
- (f) If any Guard/Supervisor found performing duty, submitting a fake name and address.
- (g) If any personnel is found on duty other than those mentioned in the approved list supplied by the 2nd Party to the Officer in charge of the Mines/Regional Offices
- (h) If Guards/Supervisors are found indulging in unlawful activities.

25. **All the terms and condition of the tender document will form part of the Agreement.**

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal this the Day, Month and Year first above written.

SIGNED, SEALED AND DELIVERED at _____.

Director/ Authorized Representative
Name and Address of the Agency
Seal of the Agency

Witnesses:

- 1.
- 2.

THE DETAILS OF DEPLOYMENT OF VEHICLES BY THE SECURITY AGENCY

Sl. No	Place of deployment	No. of Vehicles
1	Daitari	01
2	Gandhamardan	02
3	SB-BK Mines	02
4	Khandabandh Mines	01
5	Dubna Mines	01
6	BPJ Mines	01
7	Guruda	01
8	Kurmitar/Khandadhar Iron Ore Mines	01
9	Regional Office Koira, Bhanjapali Mines & Kasira	01
10	Kaliapani	01
11	Kalarangi, Sukrangi, Kathpal & Birasal	01
	Total	13
12	Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles	As per requirement

TENTATIVE DETAILS OF DEPLOYMENT

1. Different places OMC Mines/ Camps/Plots/Offices

Sl.No	Name of Mines/ Camps/Plots/Offices	SO	ASO	Sup.	AG	SG	Total
	Unit-1						
1.	BARBIL, REGIONAL OFFICE & CAMPS	-	03	22	70	343	438
	Unit-2						
2.	J.K.ROAD, REGIONAL OFFICE & CAMPS	01	04	17	31	231	284
3.	KOIRA, REGIONAL OFFICE & CAMPS	01	01	11	09	111	133
4.	RAYAGADA REGION INCLUDING JUNAGARH CAMP (ERSTWHILE BHAWANIPATNA)	-	-	02	01	24	27
	TOTAL – (Unit-2)						444
	Unit-3						
5.	BANGUR, REGIONAL OFFICE	-	02	02	05	50	59
6.	GANDHAMARDAN, REGIONAL OFFICE	01	01	05	12	113	132
7.	DAITARI, REGIONAL OFFICE	01	-	04	-	101	106
8.	PARADIP, SHIPMENT OFFICE	-	01	-	-	13	14
9.	ANUGUL R.O	-	-	-	-	12	12
10.	BHUBANESWAR, HEAD OFFICE & OMC TRANSIT CAMP	-	02	01	-	27	30
	TOTAL – (Unit-3)						353
	GRAND TOTAL	04	14	64	128	1025	1235

Note:- The above deployment is totally tentative and may undergo changes at a later stage.

Appendix-B (Contd.)

2. Govt of Odisha Check Gates/Weigh Bridges under different Mining Circles

Unit-4

Sl.No	Name of Check Gates/Weigh Bridges	SO	ASO	Sup.	AG	SG	Total
I	<u>DDM Joda Mining Circle</u>						
	LAHANDA					15	
	GANDALPADA					15	
	NAYAGARH			01		06	
	NALDA					06	
	LEAVE RESERVE					07	
	Total			01		49	50
	<u>DDM Koira Mining Circle</u>					09	
	KALEIPOSH					09	
	JAMDIHI					09	
	LANGLESWAR					09	
	BARSUAN					09	
	MALDA					09	
	KALMONG			02		09	
	TOTAL			02		54	56
	Tomka Weigh Bridge under Jajpur Road Mining Circle					09	09
	Bidyadharpur Weigh Bridge under Keonjhar Mining Circle					09	09
	Office of the Directorate of Mines, Bhubaneswar					02	02
	GRAND TOTAL (EXISTING)			03		123	126
	II	Additional deployment 331 nos. to be made by the Tenderer as and when required as per requirement of Directorate of Mines for deployment of Security Personnel at different Check Gates/Weigh Bridges through out Odisha under different Mining Circle (only on requirement either at a time or in a phased manner).					331
TOTAL						331	331