

"TENDER FOR OUTSOURCING OF SECURITY RELATED PERSONNEL"



ODISHA STATE BEVERAGES CORPORATION LIMITED
(A GOVERNMENT OF ODISHA UNDERTAKING)
2ND FLOOR, FORTUNE TOWER, CHANDRASEKHARPUR,
BHUBANESWAR-751023 (ODISHA)

Tel: 0674-2303972(O)
Email:- osbcltd@gmail.com
Website: <https://osbc.co.in>

*Noted by Mr.
Ramesh Kumar
2/11/2022*



ODISHA STATE BEVERAGES CORPORATION LIMITED

(A GOVERNMENT OF ODISHA UNDERTAKING)
2nd FLOOR, FORTUNE TOWER, CHANDRASEKHARPUR,
BHUBANESWAR-751023 (ODISHA)
CIN: U51228OR2000SGC006372

Notice Inviting Tender

Sealed Tenders in the prescribed format are invited from the registered Manpower Service providers under two bid system viz. (i) Technical Bid & (ii) Financial Bid.

The details of the bidding process are as follows:

Sl .No	Bidding Schedule	Deadline
1	Date of publication of Tender	04.11.2022
2	Bid submission last Date and Time	25.11.2022, 5 P.M.
3	Opening of Technical Bid	29.11.2022, 11.30 A.M.
4	Opening of Financial Bid	08.12.2022, 11.30 A.M.

The tender documents will be downloaded from the website of OSBC Ltd. i.e. <https://osbc.co.in>. The Tenders will be opened in the Head Office of OSBC Ltd. in presence of the bidders or their authorized representatives.

Bid processing fee is Rs. 10,000/- + Rs. 1,800/- (18% GST i.e. CGST 9% + SGST 9%) and EMD is Rs.2,00,000/- (Rupees Two lakh) only. The Bid processing fee with EMD is to be submitted along with the Tender document in shape of Demand Draft drawn in favour of Odisha State Beverages Corporation Ltd. payable at Bhubaneswar, failing which the tender shall be rejected summarily.

Agency Commission should be quoted in such a manner that the selected bidder can be able to fulfil the terms and conditions as stipulated by OSBC in the Tender. However, selection will be based on L-1 quoted rate.

Bidders are required to submit Documents with Page Mark mentioned in the Content attached to the Bid Document.

The Managing Director, OSBC Ltd. reserves the right to reject the lowest or any or all tenders without assigning any reason thereof.

Address for submission of bid through Regd. Post/ Speed Post only and in no other mode is accepted:

**Odisha State Beverages Corporation Ltd.
2nd Floor, Fortune Tower,
Chandrasekharpur, Bhubaneswar- 751023 (Odisha)**

General Manager (Admn.)

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BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of Income Tax returns filed for the last three Assessment years		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of valid Licence under Contract Labour (R & A) Act, 1970 and License under Odisha Shops & Commercial Establishments Act, 1956 and License under Private Security Agency Regulation Act, 2005 (PSARA-2005)		
10	TECHNICAL BID duly filled in (Covering Letter, FORM- T1, T2 and T3)		
11	Financial details of bidder along with all supportive documents i.e. copies of Audited Balance Sheet for last 3 financial years		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed assignments of similar nature (Past Experience Details) along with copies of work orders for the respective assignments & completion certificate from the Authorities		
14	Undertaking for not having been black-listed by any Central / State Govt. / any Autonomous bodies during the recent past. (FORM- T2)		
15	Undertaking for not having any criminal case pending against the bidder (FORM- T3)		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal need to be sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION – I

Instruction to Bidders

A. General Information:

1. Odisha State Beverages Corporation Ltd. (hereinafter referred as "OSBC Ltd.") requires the service of reputed, well established, financially sound and registered Service Providers to provide 163 Nos. of Security Related Personnel by deploying adequately trained and disciplined man power at its Head Office and Depots under OSBC Ltd. along with other allied offices.

2. The period of contract for providing the aforesaid service will be for a **period of 2 years w.e.f. 01.01.2023 to 31.12.2024**. The contract may be extended for such period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the Authority. **The Authority reserves the right to terminate the contract at any point of time after giving 30 days' notice to the Service Provider without showing reason whatsoever.**

3. The interested bidders may visit the Head Office of OSBC Ltd. on any working day between the office hours to have a thorough knowledge of the work to be performed and about the Tender Conditions before preparation and submission of the bid. After submission of bid, no further query shall be entertained from the Bidders.

Eligibility criteria:

Sl No.	Eligibility Criteria
1	In case, if the bidder is not a proprietorship concern, then he should be registered under appropriate Authority, (as applicable on case to case basis) such as: <ul style="list-style-type: none"> • Registered under the Companies Act, 2013 • Registered under the Indian Partnership Act 1932 • Registered under the Indian Trusts Act 1882 • Registered under the Societies Registration Act 1860. • Registered under the Limited Liability Partnership Act 2008.
2	The bidder must have at least experience for last three years in providing similar services to Central / State Government/ PSU /Autonomous bodies/ agencies / societies / corporate bodies.
3	The Registered Office / Branch Office of the Service Provider must be located within the Jurisdictional area of Bhubaneswar, Odisha.
4	Must have average Annual Financial Turnover of Rupees Five Crores (5 Crores) during last three Financial Years.
5	Must have its own Bank Account in any Scheduled Bank situated in Odisha.
6	The agency should not have been blacklisted by any Organization as on the date of this Tender.
7	Must not have any pending criminal case against the proprietor /Director/ Partner of the Service Provider.

C. List of Documents for submission

Bidders are required to furnish following documents along with the Technical Bid:

- a) Covering letter along with authorization letter (if necessary) on the bidder's letter head
- b) Demand Draft in support of Bid processing fee as applicable
- c) Demand Draft in support of EMD as applicable.
- d) Copy of Certificate of Incorporation of the firm / agency/ Company
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns for the last three assessment years
- h) Copies of EPF & ESI Registration Number
- i) Copy of valid license under Contract Labour Regulation & Abolition Act, 1970) and Odisha Shops & Commercial Establishments Act, 1956
- j) Copy of Valid License under Private Security Agency Regulation Act, 2005 (PSARA-2005)
- k) Copy of Bank Pass Book reflecting transaction statement for the last 6 months.
- l) Copy of the Balance Sheet for last 3 Financial Years along with certificate of the Chartered Accountant certifying about the Annual Turn Over.
- m) Copies of work orders from the previous organizations for providing Services during last 3 years including its completion certificate.
- n) Affidavit regarding non-blacklisting
- o) Affidavit regarding non-pending of any criminal case/conviction by any Court of Law.

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed with sealed by the bidder in every page in the bid document for submission. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

Validity of Tender :

The tender & rates quoted shall remain valid for a period of 90 days from the last date of submission of the tender. **The contract shall remain valid for a period of 2 (two) years. i.e. 01.01.2023 to 31.12.2024.**

The contract can be extended subject to the satisfactory performance of the service provider for a further period on the same terms and conditions or with some additions/ deletions/ modifications as will be mutually agreed upon by the Security Service Provider and the OSBC Ltd. The decision of OSBC in this regard shall be binding and final on the Service Provider.

The criteria of satisfactory performance shall include, among others, absence of any complaint against the Security Service Provider or non-default on the part of the Security Service Provider in deposit of the statutory dues in prescribed manner and timely payment of the wages etc. through RTGS/NEFT, beside any other related criteria to be decided by the OSBC from time to time.

The period of the contract can be curtailed/ terminated before completion of the engagement period of the service provider i.e. prior to 31.12.2024 owing to any reasons including unsatisfactory service, deficiency in service or substandard quality of security personnel deployed by the selected Service Provider or violation of any conditions mentioned in the agreement.

The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **“Technical Bid for Providing Security Related Manpower Services to Odisha State Beverages Corporation Ltd.”** And **“Financial Bid for Providing Security Related Manpower Services to Odisha State Beverages Corporation Ltd.”**. Both the sealed envelopes should be kept in a third sealed envelope superscribing **“Tender for Providing Security Related Manpower Services to Odisha State Beverages Corporation Ltd.”**. Fax/E-mail Tenders will not be accepted. The Authority will not be responsible for any postal delay.

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The Technical bids will be opened and financial bids of those who qualify in the Technical bids after scrutiny will be opened on intimation. **Contract shall be awarded to the Lowest -1 bidder.**

EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The successful bidder has to submit an amount of **Rs.30 lakhs towards Security Performance Deposit** in the form of an irrevocable and revolving Bank Guarantee in favour of **Odisha State Beverages Corporation Ltd.** from any PSU bank at Bhubaneswar having validity period of another six months beyond the completion of the contract period i.e. from **01.01.2023 to 30.06.2025**. The Bank Guarantee will have to be given by the Bank in the format OSBC attached to this Tender and not in any other format. The work order will be issued on submission of Security Performance Deposit in favour of OSBC Ltd. and after execution of agreement with OSBC Ltd.

If the contract is renewed, the Security Deposit in shape of the Bank Guarantee needs to be renewed within 1 (One) month of intimation regarding such renewal of the Contract, failing which, the renewal shall be cancelled and fresh tender will be floated immediately.

The successful bidder shall have to submit Performance Bank Guarantee within a period of 03 days on receipt of the selection letter from OSBC and thereafter to execute the agreement with OSBC within next 3 days failing which the selection letter issued in favour of the said selected bidder shall be cancelled without notice and the EMD of the said bidder shall be forfeited. However, after submission of Bank Guarantee and execution of the agreement, the EMD of the said bidder shall be returned.

Then the next lowest bidder in Price Bid will be invited to accept the above work and to comply all required formalities within 07 days of issue of the offer letter from OSBC. If the said bidder fails to comply within the above stipulated 7 days, then total tender process will be cancelled and OSBC will go for fresh tender. But the EMD of the said bidder will be refunded without any interest.

Scope of Work & Security Criteria :

The selected Service Provider shall provide total standard security service in the 9 depots as well as Head Office of OSBC and other allied offices by deploying physically & mentally fit security personnel. The deployed security personnel should be of good moral conduct having no criminal background and will be responsible for physical and material security at OSBC H.O. & depots.

At present, following deployment has to be made by the Security Service Provider for security of the premises of 9 depots as well as Head Office of OSBC and other allied offices. Detailed requirement in each depot and Head Office will be communicated in the work order.

1) Security Supervisor - 9 Nos.

2) Armed Guard - 18 Nos.

3) Civil Guards - 136 Nos.

Total - 163 Nos.

The Security Service Provider shall ensure deployment of security personnel in such a manner that the security is ensured in all the three shifts of 8 hours each 24 x 7 day a week along with compliance of all the applicable Labour Laws and Notifications issued from time to time by the competent authorities in this regard. The number of security personnel may be increased or decreased at the discretion of the competent authority of OSBC Ltd.

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Terms and Conditions :

1. The Civil Guard, Armed Guard and Security Supervisor to be deployed must be physically and mentally fit to perform such duties. They must not have any medical disability. The Armed Guard should have valid gun license and security supervisor should have adequate supervisory experience. The personnel so deployed should be paid minimum wages in full compliance with the latest wage rate of Labour & ESI Deptt. Notification, Govt. of Odisha along with EPF and ESI facilities.
2. The Service Provider is required to provide total standard security service round the clock and vigilance to the entire premises. The entire administration, establishment & management in respect of the security personnel deployed for the captioned work shall be the responsibility of the Security Service Provider.
3. The Security Service Provider will also be responsible for their leave, replacement, weekly off, holiday and other welfare measures and keep OSBC Ltd. indemnified against any claim made by the personnel deployed. The deployed personnel shall not claim nor shall be entitled to get any financial or other benefits from the Corporation. If any deployed person is found to be negligent, disobedient or mischievous, the Security Service Provider shall upon information/instruction from OSBC shall replace the said person immediately with a suitable substitute.
4. **Two pair uniforms as well as two pair ankle boots, one pair rainy coat, whistle, loaded torches and security equipments to all security personnel as per their post must be supplied by the Security Service Provider and will also ensure wearing of proper uniform at the time of performing their duty. OSBC will reimburse maximum @ Rs.4,500/- (including taxes) per head to the selected security service provider in each year on submission of the supporting bill. The wearing of uniform by the deployed security personnel must be started within one month of commencement of service. Hence it is the sole responsibility of the service provider to act accordingly.**

5. Security Service Provider must cover all its deployed personnel under proper insurance for industrial accident or any accidental injury /death arising in course of their deployment in OSBC Ltd. In the event of failure on the part of the Service Provider to take proper insurance, if any liability arises on such account on OSBC, the same shall be borne by the Service Provider failing which the amount of liability shall be recovered from the Performance Security Guarantee.
6. The Branch Manager of depots of OSBC as well as the General Manager (Admn.) of H.O. or designated authorized official shall be at liberty to conduct surprise checks regarding the security arrangements.
7. Any compensation for this engagement on account of death, disability of any security personnel so provided for deployment in depots as well as H.O. of OSBC Ltd. will be the responsibility of the Security Service Provider. Even if such disability manifests after termination of the contract relating to the contract period, it shall be the exclusive liability of the Security Service Provider.
8. Bill shall be raised by the Security Service Provider on monthly basis. It shall be the responsibility of the Security Service Provider to prepare absentee statement at depot level as well as at H.O. level and after countersignature duly made by the Branch Manager of the depot and G.M. (Admn.) in H.O. and also by authorized person of the Security Service Provider, the absentee statements will be submitted in H.O. along with the bill and other required papers relating to statutory payments/deposits for reimbursement. Bills will be submitted by the Security Service Provider complete in all respect within first week of every succeeding month for reimbursement.
9. In the event of enhancement of Minimum Wages by Govt. of Odisha or Variable Dearness Allowance (VDA), the same shall be paid to the deployed personnel along with payment of corresponding statutory dues with prior intimation to OSBC which will be reimbursed.

10. The Security service provider shall pay for the National & Festival holidays per month per head i.e. @ 8 days per year as well as leave wages per month per head @ 18 days per year on monthly basis or as the rule provides to each deployed security personnel as per their wages. The Security service provider shall reimburse all the payments made by it in this regard from OSBC Ltd. on submission of the proof of payment for the same.
11. The Security Service Provider shall deposit the applicable Employees Provident Fund (E.P.F.) @ 25% i.e. (12% employee's share + 13% employer's share) and also deposit Employees State Insurance (E.S.I.) @ 4% i.e. (0.75% employee's share + 3.25% employer's share) separately for the deployed security personnel in OSBC. The Security Service Provider shall be responsible for such contribution and deposit at the present rate or as per the changed rate from time to time under intimation to OSBC. He shall submit copies of ECRs for such payments in support of his compliance of the same to the OSBC and also for reimbursement of the same. The Security Service Provider shall ensure creation/merger of the Unique Activation Number (UAN) and issuance of EPF Pass Book of each deployed security personnel. The Security service provider shall also ensure issue of ESI cards in favour of each deployed security personnel.
12. The Security Service Provider shall be responsible for payment of minimum Bonus to the deployed security personnel as per the Payment of Bonus Act from time to time and it will be reimbursed by OSBC on submission of supporting bill with supporting papers/documents.
13. The Security Service Provider shall have exclusive responsibility for payment of employer's and employee's contributions per year @ Rs.40/- and Rs.20/- respectively to the Odisha Labour Welfare Board as per the letter no.277 dt.5.1.2019 of Labour Commissioner, Odisha, Bhubaneswar. The Security Service Provider will deduct @Rs.20/- from the wages of each deployed security personnel and Rs.40/- will be borne by the Security Service Provider.

14. The Security Service Provider will be liable to deposit the GST @18% i.e. (CGST @ 9% & SGST @ 9%) with the Statutory Authority as applicable from time to time on the total billed amount of OSBC which should be clearly indicated in the monthly bill. The Corporation shall not be responsible in any manner in case of any non-compliance by the Security Service Provider in this regard and any dispute, if arises, on this account, the Security Service Provider shall be responsible for the same and shall keep OSBC totally indemnified from any contingencies arising out of it. OSBC shall make payment of the same on receipt of demand from the Service Provider.
15. In case, the Security Service Provider fails to comply with any liability under the appropriate law or failure to discharge the duties by the deployed security personnel and as a result thereof, the Corporation is put to any loss/obligation, monetary or otherwise, the Corporation will be entitled to get itself reimbursed/recovered from the pending bills and/or security performance deposit in shape of Bank Guarantee of the Security Service Provider kept with the OSBC to the extent of the loss or obligation in monetary terms. If the amount is not sufficient to cover the loss, then OSBC will initiate legal action as deemed proper for recovery of any shortfall amount.
16. If the deployed security personnel are found to be involved in any mischievous / criminal activities and/or in dereliction/negligence of duty and if for that reason, any loss occurs to OSBC, then the Security Service Provider shall bear the financial loss and deposit the amount of loss in OSBC account within a stipulated period as decided by OSBC after the occurrence. If the Security Service Provider fails to do so then the loss amount shall be recovered from the amount payable to the said Security Service Provider and/or from the security performance deposit deposited in favour of OSBC. If the loss amount is more than that of the amount adjusted as per the above, then legal action will be taken against the Security Service Provider as deemed proper to recover the balance amount and agreement shall be terminated.

17. No accommodation shall be provided to the security personnel by OSBC Ltd. The Security Service Provider may arrange suitable accommodation for them in the nearby area and outside the premises of the depot or H.O. as the case may be.
18. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Act & Rules, as amended from time to time and a certificate to this effect shall be provided by the Corporation to the Security Service Provider.
19. The Security Service Provider shall maintain all statutory registers required under the law and shall produce the same, on demand, to the authorities of the Corporation and/or any other statutory authority.
20. If at any later stage it is found that the Service Provider has furnished false information or document or any adverse antecedent against the Service Provider is found, the Corporation reserves the right to cancel the agreement including forfeiture of Performance Security Guarantee. OSBC may also go for blacklisting the said Service Provider restraining him from participating in future tender.
21. In the event of any dispute arising out of this Agreement, the same shall be resolved through bipartite negotiation, wherein the decision of the M.D., OSBC Ltd. shall be final and binding.
20. All disputes thereafter shall be within the jurisdiction of the courts at Bhubaneswar only.

TECHNICAL BID**COVERING LETTER
(BIDDER LETTER HEAD)**Bhubaneswar
Date.

To

**The General Manager (Admn.),
OSBC Ltd.,
2nd Floor, Fortune Tower,
Chandrasekharpur,
Bhubaneswar.**

Sub: Tender for Outsourcing of Security Related personnel at Head Office and Depots of OSBC Ltd along with other allied offices.

Madam/Sir,

I / We, the undersigned, offer to participate in the tender process to provide services for Outsourcing of Security personnel at Head Office and Depots of OSBC Ltd. along with other allied offices in accordance with your Tender Notice Dated 04.11.2022. I / We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I / We hereby declare that all the information and statements provided in the technical proposal are true and correct and I / We accept that any misinformation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** from the last date of submission of the Tender and I / We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I / We hereby unconditionally undertake to accept all the terms and conditions as stipulated in the Bid document. In case any provision of this tender are found violated, then your office shall have the right to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

*Authorized Signatory
with Date and Seal*

Name and Designation: _____
Address of the Bidder: _____

(FORM – T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No.: Date: Amount (Rs.): Drawn on Bank:
3.	Name of the Directors / Partners with mobile numbers and Email id (Separate sheet may be attached if necessary)	
4.	Full Address of Registered Office	Postal Address: Telephone No.: E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation: Mobile Number:
6.	Bank Name	Account Number: Bank and Branch Name: IFSC Code
8.	PAN No. (Attach self-attested copy)	
9.	GSTIN (Attach self-attested copy.)	
10.	E.P.F Registration No. (Attach attested copy)	
11.	E.S.I. Registration No. (Attach self-attested copy.) Attach attested copy)	
12.	License under Contract Labour (R&A) Act, 1970	
13.	License under Odisha Shops & Commercial Establishments Act, 1956.	
14.	License under Private Security Agency Regulation Act, 2005 (PSARA-2005)	
15.	Acceptance to all the terms & conditions of the tender (Yes/No).	
16.	Covering letter along with authorization letter (if necessary) on the bidder's letter head	
17.	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
18.	Kindly mention the total number of pages in the tender document.	

19. Financial Turnover of the bidder for the last Three financial years (2019-20, 2020-21 & 2021-22) Copy of the Balance Sheet to be attached.

Financial Year	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1		
FY2		
FY3		

20. Details of similar type service provided by the bidder in last 3 years:

Sl. No.	Period	Name of Authority with Complete Address, Mobile no & e-mail id	Type of services provided with details of Security personnel deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						

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21. Declaration

I, Smt/Miss/Shri _____ Son/Daughter/Wife of Shri _____, Proprietor / Director/ Authorized signatory of _____ (Name of the Security Service Provider), competent to sign this declaration and execute this tender; I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them; The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Representative with seal)

Place:

Date:

FORM-T2

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of Affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority.

Yours sincerely,

***Authorized Signature
[In full and initials]***

Name and Designation of the Signatory:

Name of the Bidder and Address:

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FORM-T3

DECLARATION
(To be submitted by way of an Affidavit)

I, _____ Son/Daughter/Wife of Shri
_____ Proprietor/Director/ authorized
signatory (proof of authorized signatory to be submitted) of the Service Provider
M/s. _____, do hereby solemnly affirm and state as
follows:

1. That, I am competent and duly authorized to swear this Affidavit
2. That, I am competent to make this declaration and execute the tender documents.
3. That, I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
2. That, the information/documents furnished in the Technical Bid Application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender/work order at any stage besides liabilities towards prosecution under the appropriate law.
3. That, I am not convicted by any Court of Law and no criminal/legal proceeding(s) is/are pending against me/us.
4. That, I am not of unsound mind and has not declared insolvent & also not blacklisted by any Govt. or Semi-Govt. Organisation under the State & Central Govt. or by any private undertakings for any work undertaken by me earlier.
5. That, I undertake to withdraw myself along with all deployed personnel engaged by me during my term in OSBC as Service Provider after expiry of the term of engagement in OSBC Ltd.
6. That, the facts stated above are true to the best of my knowledge & belief.

(DEPONENT)

Signature of the Bidder

Full Name:

Seal:

Date :

Place:

FINANCIAL BID

**COVERING LETTER
(BIDDER LETTER HEAD)**

*Bhubaneswar
Date*

To

**The General Manager (Admn.),
OSBC Ltd.,
2nd Floor, Fortune Tower,
Chandrasekharpur,
Bhubaneswar.**

Sub: Tender for outsourcing of security personnel at Head Office and Depots of OSBC Ltd. along with other allied offices.

Madam/Sir,

I / We, the undersigned, offer to participate in the tender process to provide services for Outsourcing of Security Related personnel at Head Office and Depots of OSBC Ltd. along with other allied offices in accordance with your Tender Notice Dated 04.11.2022. Our financial price is attached here with for the proposed service. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days** from last date of submission of Tender. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.
I remain,

Yours faithfully,

**Authorized Signatory
[In full and initials]**

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

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(FORM-1)

APPLICATION – FINANCIAL BID

For Providing Security Personnel to Odisha State Beverages Corporation Ltd.

Name of tendering Security Service Provider:

(In Rs.)

DESCRIPTION	<u>Security Supervisor</u> (Skilled)	<u>ARMED GUARD</u> (Skilled)	<u>CIVIL GUARD</u> (Semi-skilled)
Wages (Per Day Per Head) (Excluding EPF, ESI, Bonus, National Festival & Leave Wages)			
Agency Commission (Per Head per month)			
Total :			

Signature of Tenderer

Full Name:

Date :
Place :

Seal :

N.B: The daily rate of wages shall be inclusive of wages payable for the weekly day of rest as per the Labour & ESI Deptt. Notification dated 30.10.2018. Security Services shall be required 24 X 7 days and Security Personnel need to be deployed keeping the applicable Labour Laws in view and any other notification of the Govt. in this regard as well.

FORMAT FOR BANK GUARANTEE

This Bank Guarantee is executed on this [.] day of [.] at [.]

BY

[.] {Name of the PSU Bank} having office at Bhubaneswar {hereinafter referred to as the "BANK", which expression shall unless repugnant to the context thereof, be demanded to include its successors-in-interest and permitted assigns}.

IN FAVOUR OF

Odisha State Beverages Corporation Limited, a company incorporated under the Companies Act, 1956, with its registered office at 2nd Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar- 751023 hereinafter referred to as "OSBC", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns).

WHEREAS

- A., a company incorporated under the Companies Act, 1956/2013 having its registered office at.....or a Partnership Firm or (hereinafter referred to as "**Security Service Provider**") shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns has been awarded a Contract by OSBC for providing manpower in security related works of OSBC Ltd..
- B. In terms of Contract, the Security Service Provider is required to furnish the Bank Guarantee to OSBC in the form of an unconditional, irrevocable, on demand Bank Guarantee valid for a period up to six months after the period of contract is over i.e from **01.01.2023 to 30.06.2025** or renew for a further period as deem necessary by OSBC upon prior intimation to the party.
- C. The Bank has confirmed that it is an Acceptable Credit Provider and at the request of the Security Service Provider and for sufficient consideration, the Bank has agreed to issue this guarantee in favour of OSBC.

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NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank unconditionally and irrevocably agrees that it shall upon receipt of a written demand from OSBC shall pay to OSBC, within 3 (three) working days of receipt of such written demand from OSBC, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to OSBC or any reference to the Security Service Provider, forthwith the full amount, without any deductions or set off or counter claims whatsoever. The sum claimed by OSBC in such demand shall not exceed an amount equivalent to the Guaranteed Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Security Service Provider or any other person.

The Bank agrees that this Bank Guarantee does not limit the number of claims that may be made by OSBC against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount.

2. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that OSBC receives the full amount due hereunder as if no such withholding had occurred.
3. This Bank Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of:
 - (i) Payment by the Bank of the Guaranteed Amount in full to OSBC;
 - (ii) OSBC notifying the Bank in writing that OSBC has no further entitlement under this Bank Guarantee; and
 - (iii) Six months after the date of completion of contractual work or for any further period as notify by OSBC.

Upon which the obligations of the Bank under this Bank Guarantee shall stand discharged.

4. The obligations of the Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Security Service Provider or any change in its ownership or any purported assignment by the Security Service Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Bank Guarantee is in no way conditional upon any requirement that OSBC first attempts to procure the Guaranteed Amount from the Security Service Provider or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. The Bank hereby unconditionally and irrevocably agrees that its liability under this Bank Guarantee shall not be discharged by virtue of any agreement between OSBC and the Service provider, whether with or without the Bank's knowledge, or by reason of the OSBC showing any indulgence or forbearance to the Security Service Provider.
6. The Bank's obligations under this Bank Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.
7. The obligations of the Bank under this Bank Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it or OSBC):
 - (a) any time or waiver granted to, or composition with the Security Service Provider or any other person ;any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Security Service Provider or any other person;
 - (b) any variation of the Contract, so that references to the Contract in this- Bank Guarantee shall include each variation;

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- (c) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Bank under this Bank Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee, to the extent that each obligation under this Bank Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;
 - (d) any extension, waiver, or amendment whatsoever which may release a guarantor or the Bank (other than performance or indefeasible payment of a Guaranteed Amount).
8. The Bank represents, warrants and unconditionally and irrevocably undertakes to the OSBC that:
- (a) It has the power to execute, deliver and perform all the terms and provisions of this Bank Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance of this Bank Guarantee by it ;
 - (b) the Bank has duly executed and delivered this Bank Guarantee, and this Bank Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

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- (c) neither the execution, delivery or performance of this Bank Guarantee by the Bank, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, Contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Bank Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Bank Guarantee; and
 - (e) this Bank Guarantee will be enforceable unconditionally when presented by OSBC for payment to **[Name and address of the Issuing/ Confirming Bank]**, Bhubaneswar.
9. This Bank Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the OSBC in exercising any right, power or privilege hereunder and no course of dealing between the OSBC and the Bank, or the Security Service Provider, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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10. If any one or more of the provisions contained in this Bank Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the OSBC to replace the invalid, illegal or unenforceable provision.
 11. The Bank hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Bank Guarantee.
 12. Any demand, notice, request or other communication to be given or made under this Bank Guarantee shall be deemed to have been duly given or served:
 - (i) Upon the OSBC, at 2nd Floor, Fortune Tower, Chandrasekharapur, Bhubaneswar marked for the attention of General Manager (Admn.);
 - (ii) Upon _____ [Name and address of Issuing/ Confirming Bank] marked for the attention of [**Insert title**]
 13. The Bank:
 - (a) acknowledges that OSBC may review this Bank Guarantee and may require changes thereto as a condition of awarding the contract to the Security Service Provider; and
 - (b) shall consider any such requirements in good faith.
 14. This Bank Guarantee shall be governed by, and construed in accordance with, the laws of India. The Bank irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Bank Guarantee shall be to the exclusive jurisdiction of Courts located in Bhubaneswar.
 15. OSBC may assign or transfer all or any part of its interest herein to any 3rd Party with prior intimation to the Bank. The Bank shall not assign or transfer any of its right or obligations of this Bank Guarantee under any circumstances except without prior approval of OSBC.

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16. Notwithstanding anything else in the Bank Guarantee,

- (a) Our liability under this Bank Guarantee shall not exceed **Rs. 30 Lakhs (Rupees Thirty Lakhs only)**;
- (b) The Bank Guarantee shall be valid till **30.06.2025** [provided that the Bank shall continue to be liable until all demands or claims made on or before **30.06.2025**] have been fully paid; The Bank further agrees and undertakes unconditionally that this Bank Guarantee shall be extended from time to time pursuant to any extension of the Contract.
- (c) We, the Bank, are liable to pay the guaranteed amount of **Rs.30 lakhs (Rupees Thirty Lakhs only)** or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **30.06.2025**.

IN WITNESS WHEREOF the Bank has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered for and behalf of [insert name of Bank] by hand

Witness:

1.....

2.....

Authorized Signatory