



NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ORISSA LIMITED

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NOTICE INVITING TENDER
“Engagement of Security Agency on Contract”

Tender Notice No. 9064

Date 31.05.2008

To,

M/s. _____

This Tender Document Contains 25Nos. of pages.

Sl. No _____

Date of Issue _____

Cost of Tender: Rs1000/-+4% VAT

Mode of Payment: **CASH/DD**

DD No. _____ Date: _____

Money Receipt

No _____ Date _____

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| <p>Last Date and time for sale of Tender forms: Upto 5 P.M. of 12.06.2008</p> <p>Last date and time for submission of tenders: Upto 5 P.M. of 18.06.2008</p> <p>Date, time and venue for opening of Tenders; At 11A.M. of 20.06.2008 Venue: Corporate Office, NESCO Ltd, Januganj, Balasore, PIN-756019.</p> |
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NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ORISSA LIMITED

NOTICE INVITING TENDER
“Engagement of Security Agency on Contract”

Tender Notice No: 9064

Date: 31.05.2008

NESCO, Balasore invites sealed tenders in two bid system (Part-A technical Bid & Part-B Price Bid) from bonafide, reliable, resourceful and reputed ISO Certified public/private Ltd Security Agencies registered under the Companies Act, 1956/ Empanelled Security Agencies registered with DGR / Security Agencies Registered under the Private security Agencies(Regulation)Act, 2005 for providing security service for Watch & Ward, Vigilance, De hooking & Disconnection Squad and Night Patrolling on contract within the jurisdiction of NESCO.

The details notice inviting tender along with terms and conditions including eligibility criteria & the tender document can be seen and/or downloaded from our website www.nescoorissa.com or obtained from this Office on all working days on written request on letter head of the agency. The tender document can be purchased from the Office of the CEO, on payment of Rs1000/- + 4% VAT (non refundable)by cash or demand draft drawn in favour of Chief Executive Officer, NESCO payable at Balasore from 03.06.2008 to 12.06.2008 during the business hours. The Bidders are required to deposit Rs.50,000/- towards EMD in shape of Cash /Bank Draft in favour of Chief Executive Officer, NESCO, Balasore which will be refunded to the unsuccessful bidder after finalization of Tender within one month.

The last date of submission of tender document at the Office of the Chief Executive Officer, NESCO Ltd, Januganj, Balasore-756019 is on or before 5.00 P.M. of 18.06.2008 .The Tender Documents will be opened on 20.06.2008. at 11 A.M. at the same office in the presence of tenderor or their Authorized Representatives.

NESCO reserves the right to accept or reject any or all the tenders or split order to different Agency depending on the requirement without assigning any reason thereof. No downloaded/ Photocopy of tender documents/Telefax/Fascimile/Telephonic tenders will be accepted.

Chief Executive Officer
NESCO, Balasore

Memo No: 9065

Date: 31.05.2008

Copy forwarded to Company Secretary, NESCO, Balasore for information and necessary action. He is requested for arranging publication of the above Tender Notice in two Oriya Daily.

**Chief Executive Officer
NESCO, Balasore**

Memo No: 9066

Date: 31.05.2008

Copy to the Asst. General Manager (Fin.), NESCO / GM (Com.) / AGM (HT Maintenance) / Cashier / Notice Board for information.

**Chief Executive Officer
NESCO, Balasore**

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THIS TENDER DOCUMENT CONSISTS OF 25 PAGES. THE TENDERER IS REQUESTED TO CHECK

THAT THE TENDER DOCUMENT IS COMPLETE WHILE RECEIVING THE SAME.

THE TENDER DOCUMENT IS NOT TRANSFERRABLE UNDER ANY CIRCUMSTANCES.

ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY INTENDING TENDERER AND EMBOSSED WITH OFFICIAL SEAL AT THE TIME OF SUBMISSION.

CHAPTER – I TENDER LETTER

The complete set of tender papers for the contract for Security Services at NESCO is enclosed. Please note that this set of tender documents comprising the following contents is not transferable under any circumstances.

- Chapter I - Tender Letter.
- Chapter II. - Qualifications.
- Chapter III. - General Instructions.
- Chapter IV - Duties & responsibilities of the Agency
- Chapter V. - Scope of Work.
- Chapter VI. - Terms and Conditions.
- Annexure I to V

The tender form should be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations unless legibly attested by the tenderer, shall disqualify the tender. The Tender Form should be signed by the tenderer himself along with the duly signed forwarding letter and attested copies of the required enclosures

Tender should be quoted in the prescribed form in sealed envelope so as to reach on or before **5P.M. of 18.06.2008**. Envelope should be marked as “**Security Contract for NESCO**”. This envelope, duly sealed in covers as described above, should be deposited in the sealed box kept for this purpose in the office of the Chief Executive Officer, NESCO Ltd, Corporate Office, Januganj, Balasore, Orissa, PIN-756019 on or before 5P.M. of 18.06.2008.

Tenders will be opened on 20.06.2008 at 11 A.M.. It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above. Please note that the tender offers will be taken out from the box at 11.A.M. on 20.06.2008 at same venue in the presence of such Tenderers as are present. You may either be present yourself or send your duly authorised representative at the time of tender opening.

2. The tenderer should submit the tender document duly signed and stamped on each page along with the quotation inside the sealed envelope. All the required enclosures are also required to be mentioned in the covering letter enclosing the Tender Documents. Please note that conditional Offer will not be accepted.

3. The Agency should quote the wages/rate per man per category per shift for providing the security personal at various places in the jurisdiction of NESCO in the prescribed Annexure “III” financial bid.

Yours' faithfully,
For and on behalf of **NESCO Ltd**

Chief Executive Officer

CHAPTER II QUALIFICATIONS

Specific instructions to the tenderers regarding Qualification

1. The Security Agency must be either an ISO Certified Private/ Public limited company or empanelled/ registered with DGR or registered under the Private Security Agencies (Regulation) Act, 2005 for which proof should be enclosed. Proprietary concern will not be entertained.
2. The tenderer should be registered with the Appropriate Authorities established under the labour Laws viz. Contract Labour (Regulation and Abolition) Act, Employees provident Fund Act, ESI Corporation for which proof should be enclosed. The Tenderer should have their PF & ESI code, proof of which shall be enclosed.
3. The tenderer should have minimum five years of experience in the area of security services, with reputed company, preferably with Government/PSU's; with any single contract of value more than Rs.25 lakhs per annum. Documentary proof of which should be enclosed.
4. The tenderer should have a turn over of not less than Rs.50 lakh per annum for consequent 3 years for the financial year 2006-07, 2005-06 & 2004-05 for which audited balance sheet proof should be enclosed.
5. The Tenderer should submit Income tax clearance certificate for the consecutive 3 years as mentioned at para4 above.
6. The Agency should be registered with Service Tax, Professional Tax proof should be enclosed.
7. **Earnest money Deposit of Rs. 50,000/- (Rs. Fifty Thousand only)** by way of Demand Draft from any scheduled bank in favour of NESCO, payable at Balasore, shall be enclosed.
8. The tenderer should enclose the tender document duly signed and stamped on each page along with the quotation inside the sealed envelope.
9. Conditional Offer/telephonic offer/facsimile offer will be rejected.
10. The tenderor are expected to be fully conversant with the meaning of all the clauses of this document before submitting their tenders. In case of doubt regarding the meaning of any clause they may ask clarification in writing from Asst. General Manager(Electrical), Purchase wing, Corporate Office, NESCO Ltd, Januganj, Balasore-756019. However this does not entitle the Tenderers to ask for time beyond due date fixed for receipt of tender.

CHAPTER – III

GENERAL INSTRUCTIONS

Terms & Conditions of Security contract to provide Security arrangements at NESCO.

1. Brief description of work

The Security agency will be required to provide security personnel for watch & Ward, Disconnection and De-Hooking Squad, Night Patrolling Squad at different field Offices/establishment within the Jurisdiction of NESCO comprising the Revenue Districts of Balasore, Mayurbhanj, Keonjhar, Bhadrak and Jajpur more specifically mentioned at Annexure-I.

2. Duration of the contract

The contract will be initially for a period of One year from the date of commencement of the contract. NESCO reserves the right to extend the duration of contract for further one year on the same existing terms & conditions based on performance of the agency. However, NESCO reserves the right to terminate the contract by giving one-month notice during the currency of the contract without assigning any reasons.

3. Rates

(A) The agency will be paid wages/rate per man per category per Month for engaging the security personnel at NESCO as per requirement at Annexure-I. The rate will not be changed during the currency of the contract. However after completion of initial period of One years, the Security Agency can request NESCO for increase in the rates giving reasons for the same. However it will be within the discretion power of the NESCO whether to grant hike or otherwise. The rate shall be for all expenses incurred by the Security Agency, includes all the taxes, levies, minimum wages declared by Govt from time to time, Contribution to be paid to various govt organisations and other organisation under various acts viz. EPF & MP Act, ESI Act, Service Tax Act etc. and no extra amount will be paid on this account.

Apart from the above, other components if any comes in near future shall also be inclusive in the above. No extra amount will be paid on this account except **lump sum rate per month** as quoted by the agency.

B) If the management wants to increase the manpower near in future towards further deployment, the additional manpower so deployed by the Security Agency will be paid as per the agreed rate above.

CHAPTER – IV
DUTIES AND RESPONSIBILITIES OF THE SECURITY AGENCY

1. The Agency shall give its employees neat and clean uniforms for summer and winter seasons at no extra cost to NESCO
2. The Agency shall ensure that all his employees wear laminated Photo-Identity Cards issued by him at Agency's cost.
3. The Agency shall provide office equipment, communication equipment, etc., as prescribed by NESCO from time to time for efficient execution of the work at Agency's cost.
4. The Agency shall provide the name of group head for each group of personnel engaged by him for execution of work..
5. On special occasions and for V.I.P. visits to this Offices/ fields, the Agency will provide additional number of Security Guards, if required, to NESCO, as may be demanded, for Casual/Specified duty, on short notice, whenever required.
6. The Agency shall ensure that No person or Group Head engaged by him in a particular Group has been placed in any GROUP formed by NESCO for more than Three Months. It is the responsibility of the Security Agency to remove and replace security personnel every month that no personnel is placed in the group thrice a year and Three months consecutively.
7. The official of NESCO, in charge of the GROUP, shall be at liberty to object to and require the Agency to remove forthwith from the GROUP any person employed by it if, in opinion of Officer in charge, such person misconducts himself, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision of in charge shall be unquestionable and final and the Agency shall be under obligation to replace such a person.
8. All workers and/or personnel employed by the Security Agency shall be engaged by him as his own employees / workmen in all respects implied or expressed. It will be compulsory on the part of the Security Agency to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death, etc. The Security Agency shall indemnify NESCO against liabilities arising out of the Security Agency's obligations on this account.
9. The responsibility to comply with the provisions of various labour laws of the country shall be that of the Security Agency. Security Agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re- enactments/amendments /modifications:-

I) The Payment of Wages Act, 1936.

II) The Factory Act, 1948.

III) The Workmen Compensation Act, 1923.

IV) The Employees Provident Fund Act, 1952.

- VI) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- VII) The Payment of Bonus Act, 1965.
- VIII) The Payment of Gratuity Act, 1972.
- IX) The Equal Remuneration Act, 1976.
- X) The Employees State Insurance Act, 1948.
- XI) The Industrial Disputes Act, 1947.
- XII) The Employment of Children Act, 1938.
- XII) The Motor Vehicles Act, 1988 along with GSRM.728-E dated 18.10.96.
- XIII) The Hours of Employment Regulations.
- XIV) Regulation of Employment and Welfare Act, 1969.
- XV) Minimum Wages Act, 1948.

10. The Agency shall fully indemnify NESCO against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for 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 NESCO's facility.
11. In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, NESCO is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of NESCO due to the Agency's failure to fulfill his statutory obligations under the aforesaid Acts and the Rules, NESCO shall be at liberty to withhold from the bills of the Agency the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of NESCO under relevant sections of the concerned Acts.
12. NESCO shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by NESCO to the Agency whether under the particular contract or otherwise, NESCO shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to NESCO security for all costs for which NESCO might become liable in contesting such claim. The decision of NESCO regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
13. The Agency shall pay not less than the fair wage to the labourers / workers engaged by him for the work, the fair wage being the wage including the allowances notified at the time of inviting tenders or as notified from time to time by the competent authority for the work, and where not notified the wages paid for similar work in the neighborhood. The labour wages and allowances shall not be less than those prescribed by any provincial law etc. The contractor shall keep a proper record of such payment and submit a certificate every month to NESCO of his having done so.

14. If NESCO shall at any time consider the mode adopted by the Agency of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of noncompliance with such notice, all payment to the contractor may be withheld during such non-compliance.

15. EMPLOYEES PROVIDENT FUND

It will be the responsibility of Agency to obtain separate code (identification number) for deposit of PF dues, if applicable, with the concerned PF authority directly.

The onus of deposit of PF dues shall be on the Agency. Payment against Agency's bills will be released only when relevant challans, PF Registration / Code No. along with photocopies of attendance and payment registers are provided.

16. The Security Agency shall deploy Ex-servicemen or para-military personnel such as B.S.F., C.R.P.F., C.I.S.F. or P.A.C. below the age of 45 years only for the purpose of this contract. Before the security personnel report for duty or in due course, necessary documents to prove that the personnel belongs to Ex-serviceman category, shall be produced by the contractor before the concerned Officer Incharge who shall accept only those personnel on duty in whose cases documentary proof has been rendered to his satisfaction. In addition to this, if performance of any of the security personnel deployed is found to be unsatisfactory, even after being an Ex-serviceman, he shall have to be withdrawn within 24 hours from the place of duty

CHAPTER – V

SCOPE OF WORK

Duty Shifts

- i. The security personnel will be required to be deployed round the clock in three shifts.
- ii. The shift timing may be changed, if deemed necessary, by NESCO.
- iii. All the security personnel (agreed upon) must be deployed without fail everyday.

Responsibility

- (i) The agency will be responsible for round the clock security cover of the NESCO.
- (ii) The deployment of security guards, round the clock and/or per shift/point/squad will be decided in consultation with Authorised Officer of NESCO as per the requirements from time to time as per Annexure-I.
- (iii) The security personnel posted at NESCO shall fully acquaint themselves of the system of working at all above places including at the gate, in the yard and the office complex etc.
- (iv) The agency will undertake the fire fighting operations, and to meet this it is essential that all security personnels would be fully trained in fire fighting operations.
- (v) The agency shall exercise the greatest possible care and shall taken adequate preventive measures against theft, fire, sabotage, pilferage or damages of NESCO's property including material, cargo and machinery. Any theft, pilferages or damages to property, machinery, equipment, etc, entrusted to NESCO or in NESCO's custody or within NESCO's premises during the contract period shall be charged to the agency if it is proved that it was caused due to negligence of the security personnel.
- (vi) The agency shall conduct periodic surprise inspection of the point/squad specially night inspection shall be done at least Once in a week, and a report may be submitted to the Officer in charge of the office/group/squad as well as General Manager(HRD), NESCO, Corporate Office, Balasore.
- (vii) The agency shall ensure that all security guards posted at Balasore shall scrupulously follow the laid down instructions and advice's, and at any stage any security guard or guards are found shortage in deployment as prescribed by the agency, negligent towards their assigned duties, the GENERAL MANAGER(HRD), NESCO, Corporate Office, Januganj, Balasore at its own discretion impose a penalty of such amount on the agency which may not exceed Rs.1,000/- for every such incident.
- (viii) The above list of responsibilities are only illustrative and not exhaustive and without prejudice to the general bearing of the term "Responsibility".
- (ix) The agency shall ensure that all the security personals deployed at NESCO should be experienced person only. The agency has to give all details of security personnel in regard to age, address , experience etc.

Deployment

- i. The agency shall submit to NESCO a list of all security personnel deployed by them at NESCO giving all details of age, address, experience etc. in respect of each security personnel.
- ii. Security personnel who have experience of having worked satisfactorily in the post and are physically fit and are of proven integrity shall only be posted.
- iii. The agency shall ensure that the staff deputed for security are of sound character and integrity, and are competent and qualified to carryout the duties assigned to them.

iv. In case of unsatisfactory performance or misbehavior by any of the security personnel, the agency shall make immediate arrangements to replace the individual on the advice of NESCO.

Payments

i. Agency shall accept full and exclusive liability for the Wages, PF, Bonus, Leaves etc. for the personnel deployed by them for the security at NESCO and other obligations referred under the laws now and thereafter imposed by the appropriate government authorities.

ii. NESCO will not have any liability whatsoever concerning the persons deployed by the agency for the purpose. the agency shall keep NESCO indemnified against all losses or damages of liability arising out of or imposed in the course of employment of such person.

iii. The agency shall make regular and full payment of Wages, PF and any other payments due to their employees and furnish necessary proof.

iv. The agency are required to submit salary claim bills alongwith proof of payment of PF, ESI Contribution, service tax etc. every month by 5th of the following month.

CHAPTER – VI TERMS & CONDITIONS

Statutory Compliance

- i. The agency shall comply with all the statutory requirements in respect of engaging the security personnel, their service conditions, rules and regulations and all liabilities under the various labour laws and other like Minimum wages Act, Payment of wages Act , P.F, E.S.I, Bonus, Workmen’s Compensation etc. shall be that of the Agency, and NESCO shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities. In case of violation of any statutory provisions under Labour Laws by the Security Agency, there will not be any liability on NESCO and the contract will be liable for termination

- ii. The agency shall obtain necessary Labour Licence from the Licensing Authority under the Contract Labour (R&A) Act 1970, and contract rules framed there under at its obtained and produce the same to NESCO.

- iii. The agency shall keep NESCO indemnified against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws.

- iv. The agency shall comply all the provisions of various acts during the assessment of the contract such as payment of wages act 1936, payment of minimum wages act 1948.

General Conditions

- i. All security men posted at NESCO shall always be in proper uniform, wear name badges and posses a torch (during evening and night shift), a baton or fire arms (whenever prescribed) duly licensed, to be supplied by the agency and maintain decorum of good behavior at all times.
- ii. The Security Agency shall seek Instructions from NESCO authority or any other officer authorized by him for the purpose, hereinafter referred to as Authorized Officer.
- iii. The agency shall properly train all its security personnel to maintain liaison with the local police, fire brigade station and shall inform them first in case of any incidental eventuality with simultaneous information to the Authosrised Officer of the NESCO.
- iv. The agency shall maintain proper records in the prescribed proformas or registers as required by NESCO.
- v. Requirement of posting of Guards/Gunmen/Security Supervisors/ will be done and monitored personally by the Authorised Officer of NESCO authorized for the purpose from time to time as per instruction called for and will be responsible for its optimum utilization.
- vi. The Security Agency shall submit weekly duty chart of the security personnel to the Authorised officer prior to the commencement of the week. it shall also submit the daily attendance sheet of the security personnel for the previous working day. Failure to do so can result in non-payments for the day/days for which the attendance sheet is not furnished.

- vii. The Security Agency shall not replace the security personnel at random. This shall be done with the prior knowledge of the authorized officer of NESCO and full particulars of the security personnel so deployed shall be given to the authorized officer of NESCO or any officer authorized by him as referred above. In case, any of the security staff is found to be posted without the previous knowledge of the authorized officer, NESCO shall not be liable to pay for such security personnel.
- viii. The Security Agency shall be liable to make alternate arrangements in case of the absence of the security personnel. Similarly, the Security Agency shall have to make alternate arrangements in case of the weekly off; no extra payment shall be payable on this account. The Security Agency shall man all the security check posts and other locations as specified in clause 3(i) above of these terms and conditions on all the weekdays. No short leave or meal relief shall be permitted to the security personnel unless the Security Agency provides suitable substitute without any extra payment. The Security Agency has to keep sufficient number of leave reserves.
- ix. The Authorised officer or any officer authorized by him shall fix timings of the various duty shifts. A single duty shift will have normal duration job of 8 hrs. In case of any compelling reasons, if the duty shift is to be extended, the same shall not be resorted to by the Security Agency without the prior consent of Authorised Officer.
- x. NESCO shall not be liable to provide any residential accommodation to the security personnel. No expenses towards fooding and lodging shall be provided by NESCO.
- xi. The Security Agency shall ensure that the Gunmen deployed by him hold valid license for the use of fire arms. The legal implications for use of such arms shall rest with the Agency.
- xii. The Security Agency shall bear all the expenses incurred on the following: -
 - i.) Provision of torches and cells to the Security Guards/Gunmen on night patrol.
 - ii.) Provision of Lathis/Ballams and other implements to the security personnel.
 - iii.) Stationery for writing duty charts and registers etc.
 - iv.) Provisions of arms and ammunitions to the Gunmen.
- xiii. NESCO reserves the right to change the place of duty of any security personnel; it also has the right to ask for replacement if a particular security staff is not found to be carrying out the security functions satisfactorily.
- xiv. The Security Agency shall be bound to observe all the instructions issued by the Authorized Officer or any other officer authorized in this behalf concerning general discipline and behavior. In case, any person employed by the Security Agency is inefficient, quarrelsome, infirm, invalid or indulges in unlawful activity or the like, the Security Agency shall replace such person with a suitable substitute at the instructions of the Authorized Officer in light of the provisions referred above in clause ii.

- xv. NESCO shall not be responsible financially or otherwise for any injury to he security personnel in the course of performing the security functions.
- xvi. The Security Agency shall not be permitted to transfer their rights and obligations under the contract to any other organization or otherwise.
- xvii. NESCO has the absolute right to terminate the contract at any time without assigning any reason therefore; NESCO will also have the right to extend the contract at the same terms and conditions until such time, the new security agency taken over in case fresh tendering is required to be reported.
- xviii. In case the Security Agency wants to terminate the contract, it shall have to give three months written notice in advance to this effect.
- xix. In case of breach of any of the terms of agreement, the security deposits of the Security Agency are liable to be forfeited by NESCO. Any sum of money due, is payable to the Security Agency including the security deposits refundable to him under the contract, can be appropriated by NESCO against any amount which the Security Agency may owe to NESCO.
- xx. Duty hours of the security personnel will be as detailed below:
 - A- Duty Hours (For All Rank)**
 - I. 1st Shift (8 Hours) : 06.00 a.m. to 02.00 p.m.
 - II. 2nd Shift (8 Hours) : 02.00 p.m. to 10.00 p.m.
 - III. 3rd Shift (8 Hours) : 10.00 p.m. to 06.00 a.m.
 - (Shift timings may, however, determined by NESCO as per requirements.
 - B- Duties and Responsibilities of Security Staff**
 - i) The respective Group head/ supervisor of the Security Agency will be responsible for overall security arrangement of the GROUP/SQUAD and office covered in the contract.
 - ii.) The Security Agency will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- xxi. If at any time during the period of contract, it is observed by NESCO that the services rendered by the security personnel are not to the satisfaction of the NESCO or any terms of the contract are violated, NESCO reserves the right to terminate the contract without any notice.
- xxii. No guard shall leave the duty of NESCO unless properly relieved by the next guard. The above places shall not be left unmanned at any time during the period of the contract.
- xxiii. The Security Agency shall compensate in full the loss sustained by the NESCO on account of any theft, burglary and any other kind of intrusion in Building/Area given for security. The amount of loss to be compensated by the Security Agency shall be determined by NESCO or on his behalf by authorized nominee. Same shall be binding on the Security Agency.
- xxiv. The Security Agency shall be fully responsible for any loss of materials & property etc. of the NESCO attributable to the negligence or failure of the security personnel in complying with the prescribed procedure. All such losses suffered by NESCO on this be compensated in full by the Security Agency. The decision of NESCO in this regard shall be binding on the Security Agency.

- xxv. Deductions towards Income Tax as applicable under section 194 C of the Income Tax Act ,1961 shall be made from all payments made to the agency, in respect of such deductions necessary certificates of deductions shall be given.
- xxvi. The Security Agency has to engage the relievers for Weekly Off's, National/ Festival holidays and any other holidays, during the contract period and **no overtime is permitted.**
- xxvii. In case of any dispute/difference arising out of the terms and conditions mentioned above, the same shall be referred to the Chief Executive Officer,NESCO whose decision shall be final.

Earnest Money deposit:-

The EMD so submitted as mentioned at Chapter II (9) will be refunded without any interest to the unsuccessful parties after finalisation of the tender. However, the EMD of the successful party can be forfeited partially or fully, if the agency refuses to accept the contract.

No interest shall be allowed on the earnest money deposited and also on security deposit as referred to under para below.

The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in para below. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders have been finalized.

SECURITY DEPOSIT

As a guarantee towards due performance and compliance of the contract work, the agency will deposit an amount equivalent to 10% of Annual Contract value **towards security deposit** by way of demand draft or Bank Guarantee. NESCO reserves the right to forfeit the whole or part thereof for breach/non-performance of the contract work or part of the contract.

PENALTY CLAUSE

NESCO shall have the right to impose such penalty as it deems fit on the Agency or deduct such amounts from its security deposit in case of NESCO being put to any financial loss directly or indirectly by any act or omission on the part of the Agency's workers.

NOTICE OF TERMINATION OF CONTRACT

One Month's notice in writing is required to be given NESCO for termination of the Contract. If the security Agency wants to terminate the contract it shall give a Three months notice in writing.

JURISDICTION

The Courts at Balasore, Orissa will have jurisdiction over all legal disputes under this agreement.

NOTE: NESCO reserves the right to reject any or all the offers without assigning any reason whatsoever.

ACCEPTANCE OF THE TENDERER

All the clauses of tender document and conditions enumerated in this document have been read by me/us and are acceptable to me/us.

| | |
|--|---|
| Signature of Witness Name in Block letters _____ Address _____ _____ _____ | Signature Name of Tenderer _____ Address with Stamp _____ _____ _____ |
|--|---|

DEPLOYMENT OF SECURITY PERSONNEL

| SL NO. | NAME OF THE UNIT | WATCH & WARD | DISCONNECTION & DE-HOOKING | NIGHT PETROLLING |
|--------|-----------------------|--------------|----------------------------|------------------|
| 1 | KED,Keonjhar | 8 | | 6 |
| 2 | GRF,Jajpur | 2 | | |
| 3 | AED,Anandapur | 3 | | 4 |
| 4 | Bhadrak Circle Office | 2 | | |
| 5 | BNED,Bhadrak | 15 | 4 | 14 |
| 6 | BSED,Bhadrak | 6 | | 6 |
| 7 | SED,Soro | 11 | 14 | |
| 8 | RED,Rairangpur | 7 | 3 | |
| 9 | GRF,Balasore | 3 | | |
| 10 | AGM(RE),Balasore | 2 | | |
| 11 | BED,Basta | 3 | 8 | |
| 12 | JED,Jaleswar | 3 | 6 | |
| 13 | SEEC,Balasore | 2 | | |
| 14 | SE(PMU),Balasore | 2 | | |
| 15 | MRT Divn,Balasore | 1 | | |
| 16 | BED,Balasore | 11 | 4 | |
| 17 | CED,Balasore | 11 | 6 | |
| 18 | BED,Baripada | 7 | 9 | |
| 19 | MRT Divn,Baripada | 2 | | |
| 20 | UED,Udala | 4 | | |

| | | | | |
|----|--|------------|-----------|-----------|
| 21 | Circle Office,Baripada | 2 | | |
| 22 | JRED,Jajpur Road | 4 | 3 | 8 |
| 23 | JTED,,Jajpur Town | 15 | 12 | |
| 24 | Jajpur Circle Office | 2 | | |
| 25 | SEEC,Bhadrak | 4 | | |
| 26 | Corp.Office and Store, Balasore . Transfer Repair Unit , Bhadrak . | 27 | | |
| | TOTAL | 159 | 69 | 38 |

Annexure-II

**TENDER FORM(TECHNICAL BID)FOR PROVIDING SECURITY SERVICES
AT NESCO.**

(To be submitted by the tenderers on their letter head. All columns should be filled.
Documentary proof prescribed in the terms and conditions should be enclosed)

Letter No. _____

Date: _____

To
The Chief Executive Officer
NESCO Ltd
Corporate office
Januganj, Balasore
Orissa, Pin 756019

Sub: Sealed tender for providing security services at NESCO

Ref: Your Office Tender Notice No. _____ Date _____

| Sl. No. | Particulars to be given with Documentary Proof | Status (to be filled by the tenderer) |
|---------|---|---------------------------------------|
| 1. | Year of Incorporation of the Company/ Enclose Proof. | |
| 2. | ISO Certification. Enclosed Proof of registration. | |
| 3. | Whether registered under Private security Agencies (Regulation) Act, 2005. Enclose Proof of registration. | |
| 4. | Whether Registered with DGR. Enclose Proof of Registration. | |
| 5. | Length of experience | |
| 6. | No. of employees working in the firm: Permanent 1 Security Guard 2 ASO 3. Security Officer 4. Ex-Service Men Temporary 1. Security Guard 2. ASO 3. Security Officer 4. Ex-Service Men | |
| 7. | Details of Experience of having provided security services in Govt./Semi Govt./Reputed Organization(List with names, Designation and Telephone numbers of the authority to be enclosed. Copies of the satisfactory reports should | |

| | | |
|-----|--|--|
| | be attached. In case number of agencies are much then separate sheet may be used for indicating experience etc.) | |
| 8 | Medical fitness & Police verification of security personnel | |
| 9. | Copy of proof with Labour/ Govt Agency | |
| 10. | Licence/ Permission from Govt. Body | |
| 11. | Annual Turn Over of the Company in Lakhs of Rupees a) 2006-07 b) 2005-06 c) 2004-05 | |
| 12 | Income Tax Clearance Certificate Service Tax Registration Certificate | |
| 14 | Any Other information | |

Declaration by the Tenderer: -

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.

(Signature of Tenderer with Seal)

Name: _____

Designation: _____

Address: _____

Phone No. (O) _____

**TENDER FORM (FINANCIAL BID)FOR PROVIDING SECURITY SERVICES
AT NESCO.**

(To be submitted by the tenderers on their letter head. Rate must be quoted for all sizes and all specification)

Letter No. _____

Date: _____

To
The Chief Executive Officer
NESCO Ltd
Corporate office
Januganj, Balasore
Orissa, Pin 756019

Sub: Sealed tender for providing security services at NESCO
Ref: Your Office Tender Notice No. _____ Date _____

Sir,
After having gone through the tender document and terms and conditions of the tender on the subject cited above, I/we M/s _____ hereby quote our lowest rate as under

1. Names, address of the
Security Agency and

Telephone No. : _____

2. Name of Authorized person
of Firm/Agency

Designation, Address and Telephone No. _____

3. Details of earnest money * deposited

a. Amount : Rs. _____ (Rs. _____ (In words)

b. Bank Draft Details : _____

4 Proposed wage/rates per person per category per Month as per Annexure-I(inclusive of Reliving charges, National Holidays, Services charges, Statutory benefits, Taxes etc). Please quote your rates in the table.

| Serial No | Particulars | Security Guard(Other than Ex Serviceman) | Security Guard(Ex-Servicemen) | Security Officer(Ex-serviceman) |
|-----------|---------------------------------------|--|-------------------------------|---------------------------------|
| 1 | Wages(per person per month) | | | |
| 2 | ESI* | | | |
| 3 | EPF* | | | |
| | Cost per head | | | |
| 4 | Service Charges(Inclusive of all) | | | |
| 5 | Service tax | | | |
| | Total(per personnel per month) | | | |

*EPF and ESI contribution to be paid for personnel employed by tenderer shall be responsibility of tenderer.

For every six days of duty of security personnel has be given One Day of with payment. The tenderer will have to bear cost of providing security for this weekly off. The total monthly rates quoted shall inclusive off all these including profits, overheads, bonus, gratuity etc and taxes whatsoever payable.

5. Declaration by the Tenderer: -

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.

(Signature of Tenderer with Seal)
 Name: _____
 Designation: _____
 Address: _____
 Phone No. (O) _____

ANNEXURES “IV“

AGREEMENT FOR SECURITY SERVICES

An agreement made this ____ day of ____ of Two thousand and Six between the Chief Executive Officer, North Eastern Electricity Supply Company of Orissa Limited having its registered Office at Plot No.123, Sector-A, Zone-A, Manchesar Industrial Estate, Bhubaneswar, Orissa, Pin-751010 and its Corporate Office at Januganj, Balasore, Orissa, Pin,756019 (herein called the NESCO) on the ONE PART and .

_____ carrying the business at _____ (herein called the Security Agency which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representative, successors and assignees) on the OTHER PART for the purpose of performing all the work of providing security services at NESCO.

Whereas the Security Agency has contracted with NESCO in respect of providing security for various purpose viz. Watch & Ward, Dehooking and Disconnection Squad, Vigilance etc of NESCO as follows:

- a.) To man points/groups/squads as assigned by NESCO.
- b.) To provide protection to the Officers and staffs of NESCO
- c.) To control crowd on various points.
- d.) To prevent unauthorized entry in the premises.
- e.) To prevent pilferage/theft of goods/property belonging NESCO
- f.) To help in evacuation of persons in case of fire or any other natural calamities.
- g.) Collection Intelligence of subversive elements in the crowd.
- h.) Any other work of similar nature assigned by the NESCO.

w.e.f. _____ for period of one year as per terms & conditions specified in the tender document and the rates as per the **Annexure III**. But NESCO reserves the right to extend or reduce the period of the contract on the same rates, terms & conditions at any without assigning any reason.

The successful Security Agency will be required to deposit security deposit equivalent to 10% of annual contract amount. No interest will be paid by NESCO on the security deposit.

NESCO will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 from the contractor @ 2% of such sum, as income tax on the income comprised therein.

Now these presents witnesses as under: -

That the Security Agency shall provide _____Nos of Security Supervisors and _____ Nos of security guards _____Nos of Gun Man to provide the security services in NESCO.

NESCO in consideration of services rendered by him, shall pay to the Security Agency Lump sum amount at the rates indicated in Annexure-III as referred above and if the works contracted to be performed by them and observe/performance the duties and fulfill the contract entered in to the satisfaction of NESCO and also if the said Security Agency or their representatives shall and will pay or cause to be paid to the said NESCO his successors and assignees or to the said NESCO for the time being all losses, damages costs and expenses which he or they have sustained, incurred or be put in consequence of the default or failure, by the said contractor for due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned case deposit shall returned to the said Security Agency provided always it is hereby further declared with true intent and meaning of the parties here to is that if default shall be made by the said contractor to the satisfaction of NESCO or in making good any losses, damages or expenses herein before mentioned or nay part thereof, then it shall be and will be lawful for NESCO to forfeit or dispose of the said security deposit in the towards the liquidation of the liability of the said contractor in respect of such default.

And, it is hereby declared and agreed that the retention of the security deposit shall be as and by way of liquidated damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether NESCO may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed by and between the said parties to these presents that until the completion of the said scheduled work consented to be executed and performed by the said Security Agency to the satisfaction to be certified by the Authorised Officer of NESCO for the time being and until the final adjustment of the accounts between the said Security Agency and NESCO and payment of the final balance (if any) in connection with the said contract, the security deposit shall remain in the hands and custody of NESCO for the time being. NESCO and the Security Agency to this Agreement have set their respective hands and seals on the day and year first above written.

SECURITY AGENCY

Name :

Designation

CHIEF EXECUTIVE OFFICER

Name:

WITNESS

1. NAME:

ADDRESS

2. NAME

ADDRESS

WITNESS

1. NAME

ADDRESS

2. NAME

ADDRESS

Annexure-V

Please check whether the attested copies of the following documents have been attached or not

- | | |
|--|--------|
| 1. Certificate of Incorporation of Public/Private Ltd. Agency | Yes/No |
| 2. Registration No. of the Agency with DGR, if Registered | Yes/No |
| 3. Registration under the Private Security Agencies (Regulation) Act, 2005. | Yes/No |
| 4. Proof regarding ISO Certificate | Yes/No |
| 5. Documentary proof for the medical fitness and police Verification of character and antecedents of the Security Guards and the Supervisors | Yes/No |
| 6. PAN No. and Income Tax clearance Certificate FY 2004-05, 2005-06 and 2006-07. | Yes/No |
| 7. Provident Fund Account No. issued by the competent Authority. | Yes/No |
| 8. ESI Registration No. issued by the competent Authority | Yes/No |
| 9. Contract License issued by the Labour Commissioner under Contract Labour (R.E.A.) Act. | Yes/No |
| 10. Bank Draft of earnest money attached or not (if applicable) | Yes/No |
| 11. Detail of experience certificate with regard to security work alongwith the satisfactory report issued by the agencies where such work was undertaken earlier. | Yes/No |
| 12. Details regarding training modalities adopted by the tenderers for recruiting the security personnel | Yes/No |
| 13. Terms of payment Whether agreeable to NESCO's Term | Yes/No |
| 14. Penalty Whether agreeable to NESCO's Term | Yes/No |
| 15. Documentary proof regarding the Agency is in operation for last 5 years | Yes/No |
| 16. Documentary proof regarding single contract of value more than Rs25Lakhs per annum | Yes/No |
| 17. Documentary proof having turn over of not less than Rs50Lakhs per annum for FY 2004-05, 2005-06 and 2006-07 | Yes/No |