

Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025.

.....



**Tender for selection of Security Service Provider for hiring  
of security guards & supervisors for upcoming Car  
Festival 2025-26 from 25.6.2025 to 8.7.2025.**

**Tender No: Ref Number: 04-RFP-Security Guard- PURI- 2025-26  
Date:05.06.2025**

**E.M.D: Rs. 50,000 (Rupees Fifty thousand Only)  
Tender Fees: Non-refundable Rs. 590/- {Rs.500/- + 18% GST (Rs. 90/-)}**

**Tender Inviting Authority**

**A.I.G. of Police (Provisioning)  
Tender Calling Authority  
At/Po- Buxibazar, Cuttack,  
PIN – 753001**

### Disclaimer

The information contained in this document ("Tender") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the office of the A.I.G of Police (Provisioning), Odisha, Cuttack or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the office of the A.I.G of Police (Provisioning), Odisha, Cuttack to the prospective Bidders or any other person. The purpose of this Tender is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the office of the A.I.G of Police (Provisioning), Odisha, Cuttack in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the office of the A.I.G of Police (Provisioning), Odisha, Cuttack, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements, and information contained in this Tender may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Office of the A.I.G of Police (Provisioning), Odisha, Cuttack accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Office of the A.I.G of Police (Provisioning), Odisha, Cuttack, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this selection process.

Office of the A.I.G of Police (Provisioning), Odisha, Cuttack also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this Tender. The office of the A.I.G of Police (Provisioning), Odisha, Cuttack may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender does not imply that the office of the A.I.G of Police (Provisioning), Odisha, Cuttack is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and office of the A.I.G of Police (Provisioning), Odisha, Cuttack reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the office of the A.I.G of Police (Provisioning), Odisha, Cuttack, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the office of the A.I.G of Police (Provisioning), Odisha, Cuttack shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Tender for selection of Security Service Provider for hiring of security guards & supervisors for  
upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025.

.....

## Contents

Invitation for Proposal .....	6
1 Introduction .....	8
<b>1.1 Bid Datasheet</b> .....	9
2 Scope of Work & Terms and Conditions .....	10
<b>2.1 Work Duration</b> .....	12
<b>2.2 Variation in Scope of Work</b> .....	12
3 General Terms of Bidding .....	13
<b>3.1 Minimum Eligibility Criteria</b> .....	13
<b>3.2 Fees to be Paid by Bidder</b> .....	14
3.2.1 Earnest Money Deposit (EMD) .....	14
3.2.2 Performance Security .....	15
3.2.3 Cost of the Tender document .....	15
<b>3.3 One Bid per Bidder</b> .....	16
<b>3.4 Proposal Preparation and Cost</b> .....	16
<b>3.5 Validity of Proposal</b> .....	16
<b>3.6 Right to Reject Proposals</b> .....	16
<b>3.7 Misrepresentation/Fraud/Breach of Terms and Conditions</b> .....	16
<b>3.8 Conflict of Interest</b> .....	17
<b>3.9 Disputes</b> .....	17
3.9.1 Amicable Resolution .....	17
3.9.2 Arbitration .....	17
4 Tendering Procedure & Schedule .....	18
<b>4.1 Amendment of Tender Document</b> .....	18
<b>4.2 Preparation and Submission of Proposal</b> .....	18
<b>4.3 Language and Currency</b> .....	18
<b>4.4 Bidder's Responsibility</b> .....	19
<b>4.5 Evaluation of Proposals</b> .....	19
<b>4.6 Confidentiality</b> .....	20
<b>4.7 Execution of Agreement</b> .....	20
5 Payment, Penalties and Service Level Benchmark .....	21
<b>5.1 Payment Terms</b> .....	21
<b>5.2 Penalties</b> .....	21
6 Termination Of Services .....	21
<b>6.1 Termination by Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack</b> .....	21
<b>6.2 Termination for Force Majeure</b> .....	22
<b>6.3 Consequences of Termination</b> .....	22
<b>6.4 Rights of Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack on         Termination</b> .....	22
<b>6.5 Termination by Agency</b> .....	22
7 Fraud and Corrupt Practices .....	23
8 Miscellaneous .....	24
Annexure A: Undertaking by Bidders .....	25
Annexure B: Information of Bidder .....	27
Annexure C: Affidavit .....	28

Tender for selection of Security Service Provider for hiring of security guards & supervisors for  
upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025.

.....

Annexure D -Financial Bid .....	29
---------------------------------	----

## Invitation for Proposal

Office of the A.I.G of Police (Provisioning), Odisha, Cuttack hereby invitestender from reputed Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025 from 25.06.2025 to 8.7.2025 in 2 shift per day as per the following quantity.

Sl. No.	Manpower	Qty
1	Security Guard	275 nos.
2	Supervisors	25 nos.
	<b>Total</b>	<b>300 nos.</b>

Bidders/Agenciesare advisedtostudythisdocumentcarefullybeforesubmittingtheirproposalsinresponsetothetender notice.Submission ofproposalinresponsetothis noticeshallbedeemedtohavebeendoneafter carefulstudyandexamination ofthisdocumentwithfullunderstanding ofitsterms,conditions and implications.

Thecompletebiddingdocument hasbeenpublishedon <https://tendersodisha.gov.in/>and<https://odishapolice.gov.in/> for thepurpose ofdownloading.Thedownloadedbiddingdocument shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/bidding document fee and Earnest Money Deposit (EMD).

Toparticipatein onlinebiddingprocess,BiddersmustprocureaDigitalSignatureCertificate(Class-II) as per Information Technology Act-2000 usingwhichtheycan digitallysignandencrypt their electronicbids. BidderscanprocurethesamefromanyCCA approvedcertifyingagency,i.e.TCS,Safe crypt,Ncode,etc.BidderswhoalreadyhaveavalidDigitalSignatureCertificate(DSC)need notprocure a newDSC.

- I. A two-envelopeselectionprocedureshall beadoptedas stipulated inthis tender.
- II. Bidders(authorizedsignatory)shallsubmittheirofferonlineinelectronic formats forpreliminaryqualification,financial proposal. However, e-Tender processing fees,andEarnestMoneyDeposit(EMD)shouldbepaidasperinstructionsprovide d inthebiddocument.
- III. Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack willnotberesponsiblefordelayinonlinesubmissionduetoanyreason.For this,biddersarerequested toutloadthecompletebidproposal,payTender fee,EMD,welladvancein timetoavoidissueslikeslowspeed,choking of web siteduetoheavyloador anyother unforeseen problems.

Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025.

.....

- IV. Bidders are also advised to refer Bidders Manual Kit available at <https://tendersodisha.gov.in/> for further details about the tender in process.

## 1 Introduction

The Car Festival, is one of the most significant religious festival in Puri District which attracts millions of devotees from different parts of the country. Millions of devotees with good numbers of vehicles will come to Puri to witness the event. In order to regulate the parking in designated parking areas it has been decided to deploy 300 private security guards including 25 supervisors at different parking and other places of requirement for a period of 14 days i.e. from 25.06.2025 to 08.07.2025 in 2 shift per day.

- i. Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack has issued this Tender, and the bids shall be received from the intending Bidders as specified in Clause 4.2 of this Tender.
- ii. The work shall be awarded to the qualified Bidder quoting the Lowest “Financial Bid” **after completion of Reverse Auction** for the scope of work & terms and conditions mentioned in Clause 2 of this Tender.
- iii. Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack shall adhere to follow the following time schedule for bidding process:



## 1.1 Bid Datasheet

No	EventDescription	EstimatedDate
1	Tender Reference Number	<b>04-RFP-Security Guard- PURI-2025-26</b> Date: 5.06.2025
2	SubmissionofOnlineBid Start Date	Date: 5.06.2025
3	LastDate&Timefor Submissionof online Bid	Date: 13.6.2025 till 11:30 AM
4	Opening of Bid (Online)	Date: 13.6.2025 1:30 PM
5	To be informed technically qualified bidders	To be informed to technically qualified bidders
6	Reverse Auction enable	Yes
7	Tender Fee	Tender Fees: Non-refundable Rs. 590/- {Rs.500/- + 18% GST (Rs. 90/-)} Tender fee in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bankin the name of" AIG of Police (Provisioning)Odisha, Cuttack"
8	EMD	E.M.D: Rs. 50,000 (Rupees Fifty thousand Only) EMD in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bankin the name of "AIG of Police (Provisioning) Odisha, Cuttack "

## **2 Scope of Work& Terms and Conditions**

An Security Service Provider shall be engaged for hiring of security guards & supervisors for upcoming Car Festival 2025 from 25.06.2025 to 8.7.2025 in 2 shift per day as per the following quantity.

Sl. No.	Manpower	Qty
1	Security Guard	275 nos.
2	Supervisors	25 nos.
	<b>Total</b>	<b>300 nos.</b>

The details scope of work are as follows :-

### **SCOPE OF WORK**

#### **SECURITY:**

##### **Traffic Control:**

Directing incoming and outgoing vehicles, ensuring orderly parking flow, and preventing traffic congestion.

##### **Access Control:**

Monitoring entry and exit points, checking permits or passes, and verifying vehicle identification to prevent unauthorized access,

##### **Enforcement of Parking Regulations:**

Verifying compliance with rules, issuing warnings for violations, and coordinating towing services when necessary.

##### **Patrolling:**

Regularly walking or driving through the parking lot to observe for suspicious activity, potential threats, or security breaches.

##### **Incident Response:**

Responding to incidents such as accidents, medical emergencies, or disputes within the parking lot, and escalating to appropriate authorities when needed.

##### **Visitor Assistance:**

Providing directions, helping with lost vehicle issues, or assisting with other parking-related needs.

##### **Reporting:**

Maintaining logs, reporting incidents, and documenting observations to ensure accountability and track security related events.

**Emergency Response:**

Acting as part of the emergency response team during incidents like fires, floods, or other emergencies, assisting with evacuation, rescue, and first aid.

**Maintaining Order:**

Ensuring that parking spaces are utilized appropriately, preventing overcrowding, and discouraging activities that could compromise safety or security.

**Collaboration:**

Working with other security personnel, management, and law enforcement to maintain a safe and secure environment.

**The details Terms & Conditions are as follows :-**

### **TERMS AND CONDITIONS**

- The contract may be for a specific period of 14 days i.e from 25.06.2025 to 08.07.2025.
- The service Provider must have satisfactorily carried out similar work in Govt. Sector / PSU at least two year.
- Duties of the security guards will be carried out in Two shifts on a day
- The agency will provide 300 smart Security guards including 25 supervisors during the period.
- The accommodation and fooding of the security guards will be arranged by the service provider.
- The age of Security personnel must be below 45 years. He should smart and trained from a certified organization and the provider must have relevant licenses and permits.
- Security guards must have good communication skills.
- The Security Guards must be equipped with Proper dress code, light baton and radios.
- The Security agency / service provider must be registered with relevant Govt. Authorities / PSU.
- The security service provider will have to provide security personnel as per the deployment plan.
- The security service provider will pay minimum wages to Security guards as per the Govt. provision.
- The security service provider will be responsible for any damage or loss due to negligence of security person.
- The user is liable to terminate the agreement at any time subject to violation of terms and condition.

- As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services have been fixed as 3.85%.
- The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.

## **2.1 Work Duration**

- i. The work duration shall be for a period from **25.6.2025 to 8.7.2025 at Puri**.
- ii. The work duration may be extended for additional periods, subject to satisfactory performance by the selected agency and availability of funds.
- iii. The extension of the work duration shall be at the discretion of the Authority and shall be subject to mutual agreement between the Authority and the selected agency.
- iv. In the event of an extension, the terms and conditions of the contract, including the scope of work, deliverables, and payment terms, shall remain unchanged unless otherwise agreed upon by the parties.

## **2.2 Variation in Scope of Work**

- i. The Authority reserves the right to increase or decrease the scope of work by up to 25% of the original scope, as specified in the contract.
- ii. Such variations may include, but are not limited to, changes in the delivery of item / other related services.
- iii. Any variations to the scope of work shall be notified to the selected agency in writing, and the selected agency shall be required to accept or reject such variations within [7] of receipt of the notification.
- iv. In the event of an increase in the scope of work, the selected agency shall be entitled to claim additional payment for the increased scope, subject to the Authority's approval.
- v. In the event of a decrease in the scope of work, the Authority shall be entitled to claim a reduction in payment.

### 3 General Terms of Bidding

#### 3.1 Minimum Eligibility Criteria

Each bid will be assessed based on the following pre-qualification criteria before proceeding with the Technical Evaluation. Only bids qualified as per Eligibility criteria shall be considered for technical evaluation. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sr. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
1	Tender Fee	Tender Fees: Non-refundable Rs. 590/- {Rs.500/- + 18% GST (Rs. 90/-)} Tender fee in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in the name of "AIG of Police (Provisioning) Odisha, Cuttack "	Bank/ Demand Draft
2	EMD	E.M.D: Rs. 50,000 (Rupees Fifty thousand Only) EMD in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in the name of "AIG of Police (Provisioning) Odisha, Cuttack "	Bank Guarantee/ Bank/ Demand Draft
3	Legal Entity	The bidder should be registered under appropriate authority, such as <ul style="list-style-type: none"> <li>Companies Act, 1956/2013.</li> <li>Indian Partnership Act, 1932.</li> <li>Limited Liability Partnership Act, 2008.</li> </ul> The bidder must have at least 3 years in business on the last date of submission of bid.	Copy of Certificate of Incorporation/ Registration/ Partnership deed Copy of PAN Card Copy of GST Registration
4	Annual Turnover	Minimum average annual turnover of the organization must have INR50.00 lakhs for the last three	Certificate duly signed by Statutory Auditor with UDIN(Chartered

Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025.

Sr. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
		(3) financial years (FY 21-22, FY 22-23, FY 23-24) or FY (FY 22-23, FY 23-24, FY 24-25)	Accountant / Cost Accountant) of the Bidder for total turnover in each of the 3 financial years, along with average annual turnover.
6	Experience	The service provider must have satisfactorily carried out similar work in Govt Sector / PSU in Odisha for 2 years.	<ul style="list-style-type: none"> <li>• Work Order/ Contract Documents</li> <li>• Client Certificate certifying satisfactory completion of work</li> </ul>
7	office in Odisha	The bidder must have an office located in Odisha.	A self-certified letter signed by the Authorized Signatory of the Bidder along with supporting documents.
8	GST Registration	Bidders participating in the tender must be registered under Odisha GST (OGST) Act.	To submit OGST registration certificate. GST registration must be valid /active .
9	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/ PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	<p>A self-certified letter signed by the Authorized Signatory of the Bidder.</p> <p>Notarized Registered blacklisting certificate.</p>

### 3.2 Fees to be Paid by Bidder

#### 3.2.1 Earnest Money Deposit (EMD)

The Bid/Proposal shall be accompanied by an EMD of amount 50,000/- (Rupees Fifty thousand Only)

- i. The EMD of the successful bidder will be returned within 30 days from the signing of the Agreement.



- ii. Any Bid/Proposal submitted without the Document Fee and EMD in the form as specified in the Tender document shall be summarily rejected.
- iii. The EMD shall be forfeited by Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack in the following cases:
  - a) If the bidder withdraws its Bid/Proposal after due date & during the Proposal Validity Period.
  - b) Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in the Tender
  - c) Non submission of Performance Security as per the provision of Tender.
  - d) In case the bidder has submitted conditional bid.
  - e) In case the bidder refuses to accept the LoA.
  - f) In case of a successful bidder, unable to sign the Agreement within 30 days from the issuance of LoA.
  - g) Any other conditions as specified in this Tender document.

**Note:**

- a) EMD of only L1 bidders would be retained till the Agreement is signed between the selected bidder and Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack. The EMD of the other bidders would be returned within 30 (thirty) days of the issuance of LOA.
- b) The EMD received from all the short-listed bidders after the evaluation (except L1, L2 and L3) will be returned without payment of any interest.
- c) The EMD of L1, L2 and L3 bidders would be returned after signing of Agreement.
- d) In case the L1 bidder withdraws from the Work or is unable to sign the Agreement with Office of the A.I.G of Police (Provisioning), Odisha, Cuttack then the EMD of L1 Bidder shall be forfeited and the next lowest bidder shall be called upon to match the price quoted by L1. In case the L2 bidder does not agree to match the price quoted by L1 then the L3 bidder shall be provided the same opportunity.

### 3.2.2 Performance Security

The Selected bidder, for due and faithful performance of its obligations under this contract shall be required to submit Performance Security equal to 5% of contract value.

### 3.2.3 Cost of the Tender document

The bidders are required to submit INR 590.00 (Five hundred ninety) (non-refundable, including GST) to be payable in the form of Demand Draft in favour of "Odisha Police Department" payable at "Cuttack" along with the Proposal as non-refundable cost of Tender document.

### **3.3 One Bid per Bidder**

Each bidder shall submit only 1 (one) Bid/Proposal, violation of this shall lead to disqualification of the bidder.

### **3.4 Proposal Preparation and Cost**

All bidders will be required to submit a detailed Proposal (the “tender” or “Bid”) in accordance with the guidelines set forth in this Tender document. The cost of preparation of the Proposal and related expenses shall be borne by the bidders themselves.

### **3.5 Validity of Proposal**

- i. The Proposal shall remain valid for a period not less than 60 (Sixty) days from the Proposal/Bid Due Date (the “Proposal Validity Period”) or expressly withdrawn by bidder after the 60 Days. Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack reserves the right to reject any Proposal that does not meet this requirement.
- ii. A bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his EMD for the period of extension.
- iii. The Proposal Validity Period of the successful bidder shall be extended till the date of execution of the Agreement.

### **3.6 Right to Reject Proposals**

Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack reserves the right to reject any/all Proposals including the lowest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder or create any obligation/liability upon Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack of any type whatsoever.

### **3.7 Misrepresentation/Fraud/Breach of Terms and Conditions**

If it is discovered at any point of time even after execution of the Agreement, that the bidder has/have suppressed any fact, given a false statement, has committed misrepresentation or fraud, or has violated any of the terms of the Bid, the Bid will be cancelled by Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack . In such an event, the bidder/ successful bidder/ agency will not be entitled to any compensation whatsoever, or refund of any other amount. The bidder is also subject to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of works, litigation history, financial failures, and/or participated in previous tendering for the same work and had quoted unreasonably high bid prices.



### **3.8 Conflict of Interest**

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a conflict of interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

### **3.9 Disputes**

#### **3.9.1 Amicable Resolution**

Save where expressly stated otherwise in this Contract, any Dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract including non-completion of the Contract between the Parties and so notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.

Either Party may require the Dispute to be referred to the Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack and other designated officers, Authority for amicable settlement. Upon such reference, both the Parties and the Managing Director/ Other Designated Officers or his nominee (who can be an employee of Authority dealing the Authority functions or otherwise) shall meet at the earliest mutual convenience and in any event within 30 (thirty) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 30 (thirty) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions made in this tender.

#### **3.9.2 Arbitration**

In the event of any Dispute is not resolved in accordance then the same shall be settled by arbitration in accordance with the following provisions:

- i. The place of arbitration shall be Cuttack.
- ii. The English language shall be the official language for all purposes.

In the event of any dispute arising between the Parties in relation to or under this Agreement, Parties shall make every effort to resolve amicably by direct informal negotiation. If the dispute cannot be resolved amicably by direct informal negotiation between the Parties within 30 days, then the same shall be referred to the arbitrator. The sole arbitrator for this contract will be the A.I.G. of Police (Provisioning), Odisha, Cuttack .

Arbitration proceedings shall be held in Cuttack at the place indicated in Authority's Office and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English Arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 2015

Performance during Arbitration: Pending the submission of and/ or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award

## **4 Tendering Procedure & Schedule**

### **4.1 Amendment of Tender Document**

At any time prior to the Proposal/Bid last Date, office of the A.I.G. of Police (Provisioning), Odisha, Cuttack may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the Tender document through the issuance of an Addenda. This will be uploaded on the website of Odisha Police and shall be binding upon all the prospective bidders. If any amendment is made by Odisha Police, the bidder can resubmit the proposal before last date.

### **4.2 Preparation and Submission of Proposal**

- i. The bidders shall be required to submit the Proposal (including both the Technical Proposal and Financial Proposal) online.
- ii. All Proposals/Bids shall be signed by the duly 'Authorized Signatory' of the bidder. Bidders shall submit a supporting Power of Attorney authorizing the signatory of the Proposal to commit the bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.
- iii. The Authorized Signatory shall initial the Proposal on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal, before submission. Further all the pages of the Proposal shall be sealed by the Bidder

### **4.3 Language and Currency**

- i. The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by an English translation, and in case of any ambiguity the translation shall prevail.

- ii. The currency for the purpose of the Proposal/Bid shall be Indian National Rupees (INR).

#### **4.4 Bidder's Responsibility**

- i. It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of:
- ii. The requirements and other information set forth in this Tender document.
- iii. The various aspects of the Work including, but not limited to the following:
  - a) All other matters that might affect the bidder's performance under the terms of this Tender document, including all risks, costs, liabilities and contingencies associated with the Work.
- iv. Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack shall not be liable for any mistake or error or neglect by the bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this Tender document will be rejected.
- v. A material deviation or reservation is one, which:
  - a) Affects in any substantial way, the scope, quality, or performance of the Work, or;
  - b) Limits in any substantial way, or is inconsistent with the Tender document, office of the A.I.G. of Police (Provisioning), Odisha, Cuttack .rights, or the bidder's obligations.
- vi. No request for modification or withdrawal shall be entertained by office of the A.I.G. of Police (Provisioning), Odisha, Cuttack. in respect of such Proposals

#### **4.5 Evaluation of Proposals**

The evaluation of Proposals will be conducted in 2 (two) steps as explained below:

- i. Step-I: Opening of Technical Proposal
  - a) The EMD and Bid Document Fee shall be checked. Proposals without the appropriate EMD and Bid Document Fee will be rejected.
  - b) Then the Minimum Eligibility Criteria of the Applicant shall be checked. The Technical Proposal of those Applicants who are meeting the Minimum Eligibility Criteria shall be evaluated. The Proposals not meeting the Minimum eligibility criteria, as per Clause 3.1, will be rejected outright.
  - c) All bidders meeting the requirements of Step-I of the evaluation will be considered for the next stage of the bidding.
- ii. Step-II-Opening of Financial Proposal
  - a) The Selected Applicant shall be the Applicant who is technically qualified for the next stage of bidding i.e. Opening of Financial

Proposal and has quoted the lowest "Cost" (L1). The L2 and L3 bidders shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the Tender document.

- iii. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:
  - a) When the rate quoted by bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
  - b) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
  - a) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount will be reworked.
- iv. The Proposals (Financial Proposal and Technical Proposal) should be unconditional, and any condition attached with the Proposal(s) shall result in the rejection of the proposal.

#### **4.6 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders shall not be disclosed to any person not officially concerned with the process. Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack will treat all information submitted as part of all Proposals confidential and will insist that all those who have access to such material also treat it in confidence. Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack will not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances.

#### **4.7 Execution of Agreement**

- i. The Selected bidder shall be required to execute the Agreement within 7 (seven) days of issuance of the LoA from Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack in writing, or by the date as mutually agreed between the Parties to the Contract.
- ii. Failure to meet the above conditions will result in a breach and A.I.G. of Police (Provisioning), Odisha, Cuttack shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and

to appropriate the Bid Security and/or any other amount deposited till that time as Damages.

- iii. The cost of execution of Agreement and any other related legal documentation charges and incidental charges will be borne by the Selected bidder.

## **5 Payment, Penalties and Service Level Benchmark**

### **5.1 Payment Terms**

- i. After completion of work, agency shall submit bill for payment. along with duly certified and signed log diary & counter signed by competent authority and satisfactory performance report by the competent authority.

### **5.2 Penalties**

- a) The agency shall be penalised Rs. 500/- for each complaint received.
- b) In case of major dislocation / disfunction 10% of the contract value will be deducted as penalty.

## **6 Termination Of Services**

### **6.1 Termination by Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack**

Office of the A.I.G. of Police (Provisioning, Odisha, Cuttack / SP, Puri or any competent authority may terminate this Agreement due to any of the following events of default by the agency (hereinafter called the “agency Event of Default”):

- i. The agency has failed to perform or discharge any or all of its obligations in accordance with the provisions of this Agreement.
- ii. Any representation made or warranties given by the agency under this Agreement is found to be false or misleading.
- iii. The agency has been adjudged as bankrupt or become insolvent.
- iv. The agency has created any encumbrance, charges or lien in favour of any person or agency, over the facility, save and except as otherwise expressly permitted under this Agreement.
- v. Any petition for winding up of the agency has been admitted and liquidator or provisional liquidator has been appointed or the agency has

been ordered to be wound up by court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of A.I.G. of Police (Provisioning), Odisha, Cuttack, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the agency under this Agreement.

- vi. It has been proved beyond reasonable doubt that agency has been party to or has allowed any unlawful activity during the Contract Period.
- vii. The agency has abandoned the Facility.

## **6.2 Termination for Force Majeure**

The Contract may be terminated for Force Majeure Reasons as specified in Clause.

## **6.3 Consequences of Termination**

- 7.3.1. Without prejudice to any other consequences or requirements under the Agreement or under any law, the following consequences shall follow upon expiry of the Contract Period by efflux of time or due to a Force Majeure Event or the agency Event of Default. However, if the Agreement is terminated due to agency's Event of Default, then the Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack may forfeit the Performance Security.

## **6.4 Rights of Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack on Termination**

Office of the A.I.G. of Police (Provisioning, Odisha, Cuttack / SP, Puri or any competent authority shall not, because of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the agency in connection with the Work.

## **6.5 Termination by Agency**

The agency may terminate this Agreement due to any of the following Events of Default by the Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack (hereinafter called the "Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack) Event of Default"):

## **7 Fraud and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the TIA may reject bid without being liable in any manner whatsoever to the bidders if it determines that the bidders has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the TIA under Clause under this tender, hereinabove, if a Bidders is found by the TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidders shall not be eligible to participate in any tender or Tender issued by the TIA during a period of 2 (two) years from the date such Bidders is found by the TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

For the purposes of this Clause under this tender, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the TIA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the TIA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the TIA in relation to any matter concerning the Work;

“Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.



“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **8 Miscellaneous**

1.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Cuttack, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

1.1.2 The TIA, in its discretion and without incurring any or liability, reserves the right, at any time, to:

- (A) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms/conditions relating thereto.
- (B) Consult with any Bidders in order to receive clarification or further information.
- (C) Retain any information and/ or evidence submitted to the TIA by, on behalf of, and/ or in relation to any Bidders; and /or
- (D) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidders.

1.1.3 It shall be deemed that by submitting the Bid, the Bidders agrees and releases TIA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, Damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

1.1.4 The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall be the State Bank of India Bill Selling Rate of exchange as on the relevant date of the financial statements.



## **Annexure A: Undertaking by Bidders**

(To be submitted on Bidder's letter head and signed by the bidder's Authorized Signatory)

To,  
A.I.G. of Police (Provisioning, Odisha, Cuttack

Subject: Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025

Dear Sir/Madam,

- 1) Being duly authorized to represent and act for and on behalf of (herein the applicant) and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for "Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025 for Odisha Police.
- 2) Our Technical and Financial Proposals are as per the requisite formats along with the supporting documents, duly filled are submitted.
- 3) The Bid Document Cost has been submitted though online..... Dated. \_\_\_\_/\_\_\_\_/\_\_\_\_.
- 4) The EMD has been submitted though online in e-tender portal..... Dated. \_\_\_\_/\_\_\_\_/\_\_\_\_.
- 5) Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the Proposal and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
- 6) This proposal is made with full understanding that:
  - a) Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack reserves the right to reject or accept any Bid/Proposal, cancel the bidding process, and/or reject all Bids.
  - b) Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack reserves shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

- 7) We, the undersigned declare the statements made and the information provided in the duly completed application forms submitted, as complete, true and correct in every detail.
- 8) We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this Tender document and Work related Information as required for the Proposal. We have also visited the site/roads for the assessment and have made our own due diligence and assessment regarding the Work.
- 9) We agree to keep our Proposal valid for 60 (Sixty) days from the Proposal Due Date and not to make any modifications in its terms and conditions not acceptable to Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack reserves. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
- 10) This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack reserves. We agree that, without prejudice to any other right or remedy, Office of the A.I.G. of Police (Provisioning), Odisha, Cuttack reserves shall be at liberty to forfeit the said EMD absolutely.

Yours sincerely,

Authorized signatory

Date:

Name and seal of Bidder

Place:

## **Annexure B: Information of Bidder**

(To be submitted on Bidders letter head and signed by the bidder's Authorized Signatory)

1. Company Information:

- a. Name:
- b. Country of Incorporation:
- c. Address of Corporate Headquarters and its branch office(s):
- d. Status of the Bidder (Pvt Ltd. or Public Ltd.

2. Details of Authorized Signatory:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Fax Number:
- g. E-Mail Address:

For and on behalf of (Name of the Bidder)

Designation:

Place:

Date:

To be enclosed:

- a. Documents certifying Bidder's legal status/ Certificate of incorporation /registration (duly certified/notarized).
- b. Latest brochures / organization profiles, etc. (duly certified/notarized, wherever possible).
- c. AoA and MoA of the organization
- d. Other supporting documents.

### **Annexure C: Affidavit**

(To be furnished on the non-judicial stamp paper of Rupees 100 and duly notarized)

Name of Work: Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.

- The undersigned also hereby certifies that neither our firm M/s[•]nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last three years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the TIA to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the TIA.

The TIA and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of office of the A.I.G. of Police (Provisioning), Odisha, Cuttack to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Bidders.

Signed by the Authorized signatory

Title of the Office Name of the firm Date:

## **Annexure D -Financial Bid**

To

A.I.G. of Police (Provisioning), Odisha, Cuttack

Subject: Financial Bid: Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025

Sir/Madam

We are pleased to submit our financial bid for the Tender for selection of Security Service Provider for hiring of security guards & supervisors for upcoming Car Festival 2025-26 from 25.6.2025 to 8.7.2025, as per the tender document issued by Odisha Police on dated

Our financial bid is based on the scope of work, terms, and conditions outlined in the Tender document. We have carefully reviewed the tender and hereby confirm that we have understood and accepted all the clauses, terms, and conditions specified therein.

Our financial bid is as follows:

Tender Inviting Authority:						
Name of Work:						
Contract No:						
Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b> <u>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</u>						
Sl. No.	Item Description	Qty	Units	Remuneration amount to be entered by the bidder with 14 days charges including all taxes (EPF, ESI, Service Charge, GST and any other charges) Rs.    P	Gross Total	TOTAL AMOUNT in Words
1	Security Guard	275	Nos			
2	Supervisors	25	Nos			
Total in Figures						
Quoted Rate in Words						

- The bidder is required to submit the rate for 14 days per person including EPF, ESI, any taxes, charges, duties, service charges, GST and any other statutory dues.
- The bidder to submit the break up of the rate per person per day including EPF, ESI, any taxes, charges, duties, service charges, GST and any other statutory dues after completion of Reverse Auction.
- The actual deployment may vary (increase or decrease) based on the requirement.

We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the Tender document, and after careful assessment of the Work, all risks and contingencies and all other conditions that may affect the Financial Proposal.

Authorized signatory

Date:

Name and seal of Bidder

Place: