

DIRECTORATE OF LEGAL METROLOGY
FOOD SUPPLIES & CONSUMER WELFARE DEPARTMENT
GOVERNMENT OF ODISHA, KHANDAGIRI, BHUBANESWAR

No. DLM-OE-ESTT-0026-2020- 2606 / DLM, BBSR, Date: 18-11-21

To

The Deputy Director (Advertisement),
Information and Public Relation Department,
Government of Odisha, Bhubaneswar.
Email: ipr.advt@gmail.com.

Sub: **Publication of Tender Call Notice No.02/2021-22 in daily newspapers.**

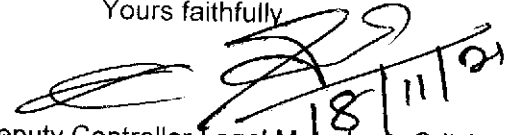
Sir,

I am directed to enclose herewith the Tender Call Notice along with soft copy bearing number 02/2021-22 relating to this Directorate for publication of the same in two daily newspapers (one Odia local "Samaj" and one National English dailies "Indian Express").

The copies of such publication may please be furnished to this Directorate for further action.


E-Mail id.: dclmorissa@gmail.com.

Yours faithfully


18/11/21
Deputy Controller Legal Metrology, Odisha

Memo No. 2607 / Date: 18-11-21

Copy of Tender Call Notice along with necessary bid documents forwarded to the Under Secretary to Govt., FS&CW Department for information and necessary action. It is requested to kindly upload the same in the FS&CW Department website.


18/11/21
Deputy Controller Legal Metrology, Odisha


Memo No. 2608 / Date: 18-11-21

Copy of Tender Call Notice forwarded to all Departments with a request to display the notice in their Notice Board for wide publicity.


18/11/21
Deputy Controller Legal Metrology, Odisha

Memo No. 2609 / Date: 18-11-21

Copy of Tender Call Notice forwarded to Head State Portal, IT Centre for information and necessary action. It is requested for hoisting the notice on the State Portal Website for wide publicity of the notice.


18/11/21
Deputy Controller Legal Metrology, Odisha

Memo No. 2610 / Date: 18-11-21

Copy of Tender Call Notice along with documents forwarded to Program Manager, Integrated Food Portal, FS&CW Department for information and necessary publication in the Notice Board of the DLM Portal.


18/11/21
Deputy Controller Legal Metrology, Odisha

**DIRECTORATE OF LEGAL METROLOGY
FOOD SUPPLIES & CONSUMER WELFARE DEPARTMENT
GOVERNMENT OF ODISHA, KHANDAGIRI, BHUBANESWAR**

Tender Notice No.02/2021-22/DLM,BBSR, dtd-18.11.2021

TENDER DOCUMENTS

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DIRECTORATE OF LEGAL METROLOGY
FOOD SUPPLIES & CONSUMER WELFARE DEPARTMENT
GOVERNMENT OF ODISHA, KHANDAGIRI, BHUBANESWAR

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Tender Notice No.02/2021-22,/DLM,BBSR, dtd-18.11.2021

TENDER CALL NOTICE

Sealed tenders are invited from reputed registered Service Providers for outsourcing of man power support of 17 (Seventeen) numbers of Security Guard (Non-Armed) on monthly basis for watch & ward duty at the Directorate/ District/ Unit offices under the Directorate of Legal Metrology. The tender documents containing detailed terms and conditions can be obtained from the website <https://dlm.pdsodisha.gov.in> & www.foododisha.in. The last date and time of submission of tender document is 4.12.2021 by 5 P.M.

The Controller Legal Metrology, Odisha reserves the rights to accept or reject any or all tenders without assigning any reasons thereof.


18/11/2021
Controller Legal Metrology, Odisha

SCHEDULE OF TENDER

1. Tender No:- 02/2021-22/DLM,BBSR, dtd.18.11.2021
2. Address of the tender issuer:- Controller Legal Metrology, Odisha,
Khandagiri, Bhubaneswar, PIN-751030.
3. Contact Person:- Sri Rama Chandra Dalei, Mob-9437521379
4. Website for tender documents:- <https://dlm.pdsodisha.gov.in>
& www.foododisha.in
5. Scope of work:- Outsourcing of 17 nos. of Security Guard (non armed)
6. Cost of tender documents:- Rs.500/- (Rupees five hundred only)
7. EMD:- Rs.5000/- (Rupees five thousand only) drawn in
shape of demand draft in favour of "Controller Legal Metrology, Odisha" payable at
"Bhubaneswar".
8. Performance Security:- 3% of the work order value of first year.
9. Date of sale of tender documents:- 20.11.2021
10. Last date of submission of the Tender documents:- 04.12.2021 at 5.00P.M
11. Date and time of opening of technical bid :- 06.12.2021, at 3.00 P.M
12. Date and time of opening of financial bid:- 07.12.2021, at 3.00 P.M
13. Venue:- Conference hall of the Directorate of Legal Metrology,
Khandagiri, Bhubaneswar.


18/11/2021
Controller Legal Metrology, Odisha

SCOPE OF WORK, ELIGIBILITY AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The service provider must have
 - a. PAN
 - b. GST Registration number
 - c. Registered under EPF & ESI
 - d. Labour registration certificate
 - e. Registered office/ branch office in the state of Odisha.
 - f. Audit statement of accounts last three financial years
 - g. Licence to engage the business of Private Security Agency (PSARA) issued by Home Department Govt. of Odisha applicable for whole of the State.
 - h. Income tax return of last three financial years.
2. The initial period of contract is for 1(one) year and the contract may be further extended considering the requirement of Security Guard, subject to satisfactory performance by the agency.
3. A tentative requirement of 17 nos. of Security Guard (Non-armed) to be deployed at Directorate/ Districts/ Units Offices under the Directorate of Legal Metrology for Watch and Ward duty on monthly basis. There may be requirement of more Security Guard (Non-armed) at other/ same locations which will be provided by the successful bidder at the terms & conditions of this tender.
4. The Service Providers may submit the tender documents complete in all respects on or before 04.12.2021 by 5 PM through registered post/ speed post/ courier or may drop directly in the specified box kept in the Directorate Legal Metrology, Odisha, Khandagiri, Bhubaneswar .
5. The tender has been invited in two bid system i.e. (a) technical bid and (b) Financial Bid. The interested agencies are advised to submit the bids separately in two envelopes super scribing "Technical Bid for Providing Security Guard (Non-armed)" and addressed to the Controller Legal Metrology, Odisha at Directorate of Legal Metrology, Khandagiri, Bhubaneswar, PIN-751030.
6. The EMD amount of Rs.5000/-(Rupees five thousand only) and the cost of tender paper of Rs.500/-(Rupees five hundred only) in shape of Demand Draft of any nationalized bank drawn in favour of the "Controller Legal Metrology, Odisha" should be accompanied with the Technical Bid of the service provider. The firm having MSME certificated from the concerned Department is relaxed from submitting EMD amount as per the Govt. guidelines.
7. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or correction is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid must be initialed by the person authorized to sign the tender bids.

8. The Technical bids shall be opened on the scheduled date and time at 3 PM on dtd.06.12.2021 in the Directorate conference hall in presence of the representatives of the Service Providers, if any, who wish to be present on the spot at that time.
9. The Financial Bid of only those tenders will be opened on dtd.07.12.2021 at 3 P.M. whose Technical bids are found in order. The financial bid of the unsuccessful technical bidder will not be opened.
10. Each page of the tender documents should be signed and sealed by the authorized person of the service provider as a token of acceptance of all terms and conditions of the bid.
11. The conditional bids shall not be considered and will be out rightly rejected in very fast instance.
12. The successful bidder has to produce income Tax Return for the last three financial years with up-to-date GST Return, copies of EPF Electronic Challan Return (ECR) and remittance conformation slip, copy of ESI e-Challan before issue of the work order failing which its offer will be cancelled. In that case, offer will be given to the next successful bidder.
13. A self declaration as per ANNEXURE-IV to be furnished that, the tenderer
 - (i)Has not been black listed by any State Govt./ Central Govt./ PSU in India and
 - (ii)Tenderer will pay the engaged candidates the entitled remuneration.
14. List of Security Guard (non-armed) shortlisted by agency for deployment in Directorate of Legal Metrology should be submitted containing bio data of each person & relevant documents as required.
15. The successful bidder if fails to provide the required manpower within 7 days after entering the agreement, his case will be rejected and L2 bidder will be given chance to provide the manpower .
16. The office reserves the right to terminate this initial contract at any time after giving 30 days notice to the Service Provider.


18/11/2021
Controller Legal Metrology, Odisha

**QUALIFICATION OF SECURITY GUARD (NON-ARMED) TO BE DEPLOYED BY
THE SUCCESSFUL SERVICE PROVIDER**

1. The person should be male above 18 years of age and not exceeding 50 years as on 001.2021.
2. Minimum educational qualification for Security Guards (Non-armed) –9th Pass.
3. The candidate must be able to speak, read and write Odia fluently.


18/11/2021
Controller Legal Metrology, Odisha

TECHNICAL BID**Application form for providing Security Guard (Non-armed)**

1. Name of the Service Provider:
2. Details of EMD: DD No. Date For Rs.
drawn on Bank:
3. Details of fees for Tender Paper :- DD No. Date For Rs.
drawn on Bank:
4. Name of Proprietor/ Partnership /Director:
5. Full Address of Registered Office:
Telephone No.: Fax No.:
E-Mail Address:
6. Full address of operating / branch office:
Telephone No.: Fax No.:
E-Mail Address:
7. Name & telephone no. of authorized person:
8. Name & telephone no. of person to liaise with Field Office(s):
9. Bank details of Service Provider (attach a signed copy of a cancelled cheque):
10. Telephone number of banker:
11. PAN (attach signed copy):
12. GST Registration No.(attach signed copy):
13. E.P.F. Registration No.(attach signed copy):
14. E.S.I. Registration No.(attach signed copy):
15. Valid License (PSARA) issued by Home Department of Odisha for Whole State (attach signed copy):

16. Financial turnover of the tendering service provider for the below mentioned financial years on contract for providing security guard (Non-armed).

Financial Year	Amount (in Rs.)	Remarks, if any
2018-19		
2019-20		
2020-21		

17. Additional information, if any (Attach separate sheet if space provided is insufficient):

18. Give details of the major similar contracts handled by the Service Provider in Govt./Central Govt./PSU during the last three years i.e. 2018-19, 2019-20, 2020-21 in the following format along with the documentary proof.

(if the space provided is insufficient, a separate sheet may be attached)

Sl.	Name of Client, Address, Telephone No.	Number of Security Guards (Non-armed) provided	Amount of contract	Duration of contract	
				From	To

The supporting documents duly authenticated by the competent authority of the client organization shall be attached.

Date:

Signature of Authorized Person

Place:

Name & seal

Declaration

1. I ShriSon/Daughter/wife ofProprietor/ Partner /Director/Authorized Signatory of the Service Provider mentioned above is competent to sign this declaration and execute this tender documents.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /We, am / are well aware of the fact that furnishing of any false information /fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized Person

Place:

Name:

Seal:



18/11/2021
Controller Legal Metrology, Odisha

ANNEXURE-II
FINANCIAL BID

Application form for providing Security Guard (Non-armed)

Name of the manpower service provider:.....

Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes.

Sl.	Manpower Type	Monthly rate per employee						
		*Take home basic remuneration	Employer share of EPF	Employer share of ESI	Other Statutory dues, if any	Service Charge (minimum Rs.200/- per person)	GST	Total per person
1	Security Guard(Non-armed)							

* Minimum take home remuneration per person should not be less than minimum wages as per statutory provision and rules of Minimum Wages Act of Govt. of Odisha from time to time.

Date:

Signature of Authorized Person


Place:

Name & Seal:

Notes:

1. The total rates quoted by the agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on completion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. This office (tenderer) will deduct TDS (IT) @2% of the gross billed amount.
4. EPF, ESI, GST is to be calculated as per existing rules. This Office is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, GST rate while determining the lowest-1 (L-1) bidder. In this regard the decision of the Controller Legal Metrology, Odisha is final, and binding to all the bidders.

5. In case of any tie/equal amount of price quotation among more than one number of L1 bidders, selection of L1 bidder will be decided by Controller Legal Metrology, Odisha.


18/01/2021
Controller Legal Metrology, Odisha

GENERAL TERMS & CONDITIONS OF THE BID**GENERAL**

1. The agreement shall commence for a period of one year from the date of engagement of Security Guard unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of the authority.
2. The agreement shall automatically expire on completion of one year unless extended further by the mutual consent of the service provider and the authority.
3. The agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the service provider and the authority.
4. In case of requirement of Security Guard at other offices the successful bidder shall provide the Security Guard (Non-Armed) at the rate, terms & conditions of this tender.
5. The service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
6. The service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
7. The authority reserves the right to terminate the agreement during initial period and after that giving 30 days notice to the service provider.
8. The person deployed shall be required to perform duty for 8(eight) hours a day as assigned by the employer. In case the person deployed remains absent on a particular day or comes late/leave before time on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The agency at its own expenses shall provide its Security Guard with necessary uniforms and other outfits required for effective discharge for watch & ward services.
10. The service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of DLM so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of service deployed at Directorate/ districts/ unit offices shall be that of the service provider and the authority will in no way be liable. It will be the responsibility of the service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by authority.

12. The manpower cost shall be paid monthly basis on actual days of working as per the work certificate furnished by the concerned Office in charge. No over time charges will be entertained. The monthly acquaintance roll along with the bank account transfer copy for payment to the Security Guard & monthly ECR challan copy are to be submitted.
13. For all intents and purposes, the service provider shall be "Employer" within the meaning of different Acts and Rules in respects of manpower so deployed. The person deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against this contract.
14. The service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The Directorate of Legal Metrology shall in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the service provider the deployed person can place their grievance before a joint committee consisting of a representative of the Directorate of Legal Metrology and authorized representative of the service provider.
15. The Directorate of Legal Metrology shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
16. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the engagement or after expiry of the Agreement.
17. In case of termination of this Agreement in its expiry or otherwise the persons deployed by the service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. The person deployed shall not claim any benefit or compensation or regularization of deployment with the Directorate of Legal Metrology under the provision of Acts and Rules. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
19. The service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The service provider shall submit copy of the valid labour contract license obtained from the concerned authority.
20. The service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the over lapping period of the substitute shall be the responsibility of the service provider. The service provider shall be responsible for contributions towards provident fund and employees' state insurance, whatever applicable.

21. The person deployed by the service provider should have good police records and no criminal case should be pending against them.
22. The person deployed should be polite, cordial and efficient while undertaking the assigned work. The service provider shall be responsible for any act of indiscipline on the part of the person deployed.
23. The Controller Legal Metrology, Odisha reserves the rights to accept or reject any or all tenders without assigning any reasons thereof.

LEGAL

24. The service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to Security Guard deployed in the DLM. The DLM shall have no liabilities in this regard.
25. The service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the DLM to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the DLM, Bhubaneswar.
26. The service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the DLM, Bhubaneswar or any other authority under law.
27. The tax deduction at source (T.D.S) shall be done as per the provisions of the income tax Act/rule, as amended from the time to time and certificate to this effect shall be provided by the DLM, Bhubaneswar.

*Note: Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Service Provider.

28. In case the service provider fails to comply with any liability under appropriate law and as result thereof, the Controller Legal Metrology, Odisha, Bhubaneswar is put to any loss/obligation, monetary or otherwise, DLM Bhubaneswar will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the service provider to the extent to the loss or obligation in monetary terms.
29. The agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Controller Legal Metrology, Odisha, Bhubaneswar will have no liability towards non-payment of remuneration to the person employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Controller Legal Metrology, Odisha, Bhubaneswar concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance security deposit.

FINANCIAL

30. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, drawn in any Nationalized Bank/Scheduled Bank in favour of the Controller Legal Metrology, Odisha, Bhubaneswar failing which the tender shall be rejected out rightly.
31. The Earnest Money Deposit in respect of the agencies which do not qualify the technical bid (first stage/ financial bid) shall be returned to them without any interest. In case successful bidder fails to deploy the required man power against the initial requirement within 30days from date of placement of order, the EMD shall stand forfeited without giving any further notice.
32. The successful bidder will have to deposit a Performance security deposit of an amount equivalent to 3% of the contract value of the first year only in form of bank draft/ bankers cheque drawn in favour of "Controller Legal Metrology, Odisha, Bhubaneswar" Payable at Bhubaneswar.
33. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the service provider shall be liable to be forfeited besides annulment of the agreement.
34. The service provider will be responsible for payment of wages/ remuneration/ salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (induplicate). There after it shall be reimbursed by DLM after verification.
35. The claim in bills regarding employees' state insurance, provident fund, GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished at the discretion of the Controller Legal Metrology, Odisha, Bhubaneswar.
36. The amount of penalty calculated @Rs.500/- per day on account of delay, if any in providing a suitable substitute for the period beyond three working days by service provider shall be deducted from its monthly bills in the succeeding month.
37. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher Authority or controlling officer for decision and the same shall be binding on all parties.

38.The successful bidder will enter into an agreement with the Controller Legal Metrology, Odisha, Bhubaneswar for supply of suitable man powers as per requirement of DLM on the above terms and condition,If he fails to supply the required Manpower within 7 days after agreement his case will be rejected and L2 will be given chance to provide manpower

39.The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

40.All disputes shall be under the jurisdiction of the court at Bhubaneswar.


18/11/2021
Controller Legal Metrology, Odisha

AGREEMENT

MEMORANDUM OF AGREEMENT made on this day of the month of..... 2021.

BETWEEN

The Controller Legal Metrology, Odisha, Bhubaneswar represented through its Head of the Office (hereinafter referred to Directorate of Legal Metrology, Government of Odisha , Khandagiri, Bhubaneswar having its Office Address on the one part (1stParty)

AND

M/s.....represented through.....,having its Office athereinafter referred to as "Service Provider" which term or expression, unless excluded by or repugnant to the contract or meaning thereof, include its successors, executors, administrators, representative and assign on the other Part. (2ndParty)

Whereas, the "Authority" desires that the service of 17 nos. of Security Guard (Non-Armed) are required by DLM at its district/ unit office locations.

And whereas the "Service provider" has offered its willingness to the same in conformity with the provision of the agreement.

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the Service provider.

Now this agreement witnesses as below:-

1. That the ANNEXURE-I containing the terms and conditions shall be deemed to form and to be read and constructed as part of this agreement.
2. That in consideration of the payment to be made by the authority to the "Service provider", the "Service provider" hereby agrees with the "Authority" to provide personnel to be engaged as Security Guard under the Directorate/ district/ unit offices in conformity with the provisions of the terms conditions.
3. That the "Authority" hereby further agrees to pay the Service Provider the contract price at the time and in the manner prescribed in the said terms & conditions and the Contract Price is subject to Revision consequent upon the revision made by the Govt. of Odisha.

4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid for a period of one year from.....to.....

IN WITNESS WHERE OF the parties have caused the irrespective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the officer authorized
officer to sign on behalf of service provider
acting on behalf of the

Signature of the authorized
Controller Legal
Metrology Odisha of

Directorate of Legal
Metrology.

Witness

Witness

1. Name & signature:.....

1. Signature:.....

Address:.....

Designation:

2. Name & signature:.....

2. Signature:.....

Address:.....

Designation:

ANNEXURE-III

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence for a period of one year from the date of engagement of Security Guard unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of authority of Directorate of Legal Metrology represented by the Controller Legal Metrology Odisha.
2. The agreement shall automatically expire on completion of one year unless extended further by the mutual consent of the service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the service provider and the authority.
4. In case of requirement of Security Guard at other offices, the successful bidder shall provide the Watch man (Non-Armed) @ terms & conditions of this tender.
5. The service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.

6. The service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
7. The authority reserves the right to terminate the agreement any time during the period of contract after giving 30days notice to the service provider.
8. The person deployed shall be required to perform duty for 8 (eight) hours a day on shift basis. In case the person deployed remains absent on a particular day or on leaves the substitute shall be provided by service provider.
9. The agency at its own expenses shall provide its security guards with necessary uniforms and other outfits required for effective discharge for security services.
10. The service provider shall nominate a coordinator who shall be responsible for immediate interaction with the authorized officer of DLM (Directorate of Legal Metrology) so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of service deployed in the DLM shall be that of the service provider and the DLM will in no way be liable. It will be the responsibility of the service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the DLM.
12. The manpower cost shall be paid on monthly basis on actual days of working as per the work certificate furnished by the concerned office in charge where engagement is made. Overtime work may be permissible in case of unavoidable situations under intimation to DLM.
13. For all intents and purposes, the service provider shall be "Employer" within the meaning of different Acts & Rules in respects of manpower so deployed. The person deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the DLM.
14. The service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The DLM shall in no way be responsible for settlement of such issues. In case the grievance of the deployed person are not attended to by the service provider the deployed person can place their grievance before a joint committee consisting of a representative of the DLM and authorized representative of the service provider.
15. The DLM shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions/ duties, or for payment towards any compensation.
16. The persons deployed by the service provider shall not claim nor shall be entitled to pay perks and other facilities admissible to regular/confirmed employees during the period of engagement and after expiry of the agreement.

17. In case of **termination of this agreement** in its expiry or otherwise the persons deployed by the **service provider** shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. The person **deployed** shall not claim any benefit or compensation or regularization of **deployment** with the DLM under the provision of acts and rules. Undertaking from the person deployed to this effect shall be required to be submitted by the **Service Provider**.
19. The service provider must be registered with the concerned Govt. Authorities i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate should be submitted. The service provider shall submit copy of the valid labour contract license obtained from the concerned authority.
20. The service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitutes shall be the responsibility of the service provider. The service provider shall be responsible for contributions towards provident fund and employees' state insurance etc whatever applicable.
21. The person deployed by the service provider should have good police records and no criminal case should be pending against them.
22. The person deployed should be polite, cordial and efficient while undertaking the assigned work. The service provider shall be responsible for any act of indiscipline on the part of the person deployed.
23. The service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to watchmen deployed under DLM. The DLM shall have no liabilities in this regard.
24. The service provider shall also be liable for depositing all taxes levies, cess, etc. on account of service rendered by it to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the DLM.
25. The service provider shall maintain all statutory registers under the law and shall produce the same on demand to the authority or any other authority under law.
26. The tax deduction at source (T.D.S.) shall be done as per the provisions of the income tax act/rule, as amended from time to time and certificate to this effect shall be submitted to the DLM.
27. In case the service provider fails to comply with any liability under appropriate law and as a result thereof, the DLM is put to any loss/ obligation, monetary or otherwise, DLM will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the service provider to the extent to the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated in the event of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The DLM will have no liability towards non-payment of remuneration to the person employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the authority concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.
29. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the service provider shall be liable to be forfeited besides annulment of the agreement.
30. The service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them. Each month the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel, attendance sheet along with the bill (in duplicate). There after it shall be reimbursed by the DLM after verification.
31. The claim in bills regarding employees' state insurance, provident fund, GST etc. should be necessarily accompanied with valid documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DLM.
32. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher Authority or controlling officer for decision and the same shall be binding on all parties.
34. All disputes arising in connection with the agreement are subject to Bhubaneswar jurisdiction.
35. List of Security Guard (Non-Armed) shortlisted by the service provider for deployment in DLM should be submitted containing bio data of each person & relevant documents as required.


Controller Legal Metrology, Odisha

DECLARATION FOR NOT BLACK LISTED AND MAKING FAIR PAYMENT TO THE CANDIDATE

To,

The Controller Legal Metrology, Odisha.
Directorate of Legal Metrology,
Khandagiri, Bhubaneswar, PIN-751030.

Ref: Tender No. _____, dtd. _____


Sir,

I/wehereby confirm that our firm has not been banned or blacklisted by any Government organization/ financial institution/ Court/ Public Sector unit/ Central Government and will pay Rs..... to the bank accounts of candidates engaged every month in case of his/ her attendance for full month.

Date:

Place:

Signature & Seal of bidder


18/11/2021
Controller Legal Metrology, Odisha