



CIN – U40102OR2004SGC007553

**TENDER DOCUMENT  
FOR SELECTION  
OF SECURITY AGENCY FOR  
PROVIDING SECURITY  
SERVICE TO SOUTHERN  
ZONE OPTCL**

# ଓଡ଼ିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଓ.

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

OFFICE OF THE EXECUTIVE DIRECTOR, SOUTHERN ZONE, BERHAMPUR

220/132/33 KV GRID SUB STATION CAMPUS, NARENDRAPUR

AT: SANAKUSHASTHALI, P.O: BADA KUSHASTHALI, BERHAMPUR,

DIST: GANJAM, ODISHA – 760007,

Email: [zone.berhampur@optcl.co.in](mailto:zone.berhampur@optcl.co.in)

CIN: U40102OR2004SGC007553



No:-ED-SZ-BAM-07-2023/24

Date:

For and on behalf of Southern Zone, OPTCL, the undersigned invites e-Tender under two part bidding system from the reputed private limited firms/ Agencies Registered under the Companies Act 2013 and having a license under “The Private Security Agencies (Regulation) Act, 2005” and “Odisha Private Security Agencies Rules,2021” having minimum three (03) year experience in providing 300 Security Guards in a year ( Out of which minimum 100 Security guards in a single contract in Govt. Departments , PSUs, reputed corporate sectors, Organizations and Autonomous bodies) for deployment of Security Personnel for a period of One (01) year from the date of commencement of the Agreement on contract basis for Security activities for different Grid Sub-Stations, Field Offices, Stores under Southern Zone, OPTCL.

Bidders would be required to enroll themselves on the tender portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) for participation in the above tender. Complete set of bidding documents are available in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) from **25/01/2024 (10.00 Hrs.) up-to 17/02/2024 (15.00 Hrs.)**. Interested FIRMS/AGENCIES may visit OPTCL’s official website [www.optcl.co.in](http://www.optcl.co.in) and [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) for detail specification.

**N.B:-** All subsequent addendums / corrigendum to the tender shall be hosted in the OPTCL’s website [www.optcl.co.in](http://www.optcl.co.in) and [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) only.

EXECUTIVE DIRECTOR  
SOUTHERN ZONE

**NOTICE INVITING TENDER**  
**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**OFFICE OF THE EXECUTIVE DIRECTOR, SOUTHERN ZONE, BERHAMPUR**  
220/132/33 KV GRID SUB STATION CAMPUS, NARENDRAPUR  
AT: SANAKUSHASTHALI, P.O: BADA KUSHASTHALI, BERHAMPUR,  
DIST: GANJAM, ODISHA – 760007  
Email: [zone.berhampur@optcl.co.in](mailto:zone.berhampur@optcl.co.in)

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**TENDER NOTICE NO: ED-SZ-BAM -07 /2023-24**

For and on behalf of OPTCL, the undersigned invites e-Tender under two part bidding system from the reputed private limited firms/ Agencies Registered under the Companies Act 2013 and having a license under **The Private Security Agencies (Regulation) Act, 2005** and **Odisha Private Security Agencies Rules, 2021** having minimum three (03) years' experience in providing 300 Security Guards in a year (Out of which minimum 100 Security guards in a single contract in Govt. Departments, PSUs, reputed Corporate Sectors, Organizations and autonomous bodies) for deployment of Security Personnel for a period of two years (1+1Years) from the date of commencement of the Agreement on contract basis for Security activities.

The bidder(s) can free view/download and order the tender documents from official website of OPTCL "www.optcl.co.in" / e-tender portal of OPTCL "www.tenderwizard.com/OPTCL". However, the tender documents and Bid Forms (in .XLS sheet) shall be available only to the bidder(s) who have enrolled themselves on the e-tender portal of OPTCL "www.tenderwizard.com/OPTCL".

The intending bidder(s) shall have to pay the non-refundable tender paper cost of **Rs.14,160/- (Rupees Fourteen thousand One hundred Sixty) only, including GST@18%** for the concerned work (as mentioned in the following TABLE-A), in the form of **Demand Draft / RTGS /NEFT in favour of Southern Zone, OPTCL, Berhampur, SB Account No.625902010002752, IFSC Code:UBIN0562599, Union Bank of India, Kamapalli Branch, Berhampur** prior to schedule date & time for submission of bid. **Any other mode of payment shall not be allowed.**

The bidder(s) shall have to submit the non-refundable tender processing fee of **Rs.5,900/- (Rupees Five thousand Nine hundred) only, including GST@18%** for the concerned work (as mentioned in the following TABLE-A) through e-payment mode payable directly to K.S.E.D.C. Ltd, Bengaluru.

(NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bengaluru, the bidder can use various modes of e-payment facility available on Tender wizard Portal, i.e. by Credit Card, Debit Card, and Net Banking).

The bidder(s) shall have to furnish Bank Guarantee / Demand Draft **in favour of Southern Zone, OPTCL, Berhampur** for Bid Security (EMD). The bidder(s) shall submit Proof of payment of Tender Paper Cost, Tender Processing fees against the tender and shall upload the same in the prescribed attachment in .pdf or .jpg format in addition to submitting the original to the undersigned on or before the scheduled date and time for opening of Technical Bid.

The prospective bidder(s) are advised to register their user ID, Password, company ID with e-tender portal of OPTCL "www.tenderwizard.com/OPTCL" by clicking on hyper link "**Register Me**".

Any clarifications regarding the scope of work and technical features of the tender can be obtained from the undersigned during office hours.

**EXECUTIVE DIRECTOR**  
**SOUTHERN ZONE**



**TABLE-A****TENDER SCHEDULE**

Sl. No.	Particulars	Details
1	Name of the work	Providing Security services in Offices, Grid Sub Stations and Stores under Southern Zone, OPTCL, Berhampur
2	E-Tender Notice No.	<b>ED-SZ-BAM-07-2023/24</b>
	Tender Specification No.	<b>ED-SZ-BAM-e-Tender-Security Guards -07- 2023/24</b>
3	Destination	Different Offices, Grid Sub Stations and Stores under jurisdiction of the Southern Zone, OPTCL, Berhampur
4	Estimated Cost of the Work. (in INR)	<b>Rs.6,00,84,259.00</b>
5	Cost of Tender documents (in INR)	<b>₹ 14,160.00 [12,000 + GST @18%]</b> (Rupees Fourteen thousand one hundred sixty) Only in the form of <b>Demand Draft/ RTGS /NEFT in favour of Southern Zone, OPTCL, Berhampur, SB Account No.625902010002752, IFSC Code:UBIN0562599, Union Bank of India, Kamapalli Branch, Berhampur prior to schedule date &amp; time for submission of bid (non-refundable). Any other mode of payment shall not be allowed.</b>
6	Tender Processing fees	<b>₹ 5,900/-</b> (Rupees Five Thousand Nine Hundred) only including GST. <b>NOTE: For payment of tender processing fee to K.S.E.D.C. Ltd. Bengaluru, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, and Net Banking (non-refundable).</b>
7	BID SECURITY/EMD	<b>Rs.6, 00, 843.00</b> (Rupees Six lakh Eight hundred Forty three) only in the shape of <b>BG / Demand Draft.</b>
8	Request for Online Bid Document	From Dated: <b>25/01/2024, 10.30 Hrs.</b>
9	Issue of Online Bid Document	From > Dated. <b>25/01/2024,10.31 Hrs.</b> Up to > Dated. <b>17/02/2024, 15.00 Hrs.</b>
10	Date, Time and Place for Pre-Bid Conference	Interested bidders may mail there queries related to tender to <a href="mailto:zone.berhampur@optcl.co.in">zone.berhampur@optcl.co.in</a> / <a href="mailto:hr_southernzone@optcl.co.in">hr_southernzone@optcl.co.in</a> before <b>Date: 08/02/2024</b> . No queries shall be entertained after schedule date, Venue: Through VC. For tender details , bidders may also contact> AGM (HRD), O/O the Executive Director, Southern Zone, OPTCL, Berhampur Contact No: 9438907202
11	Receipt of bids	> Up to Dated: <b>17/02/2024, 15.00 Hrs.</b>
12	Opening of Technical Bids (Part-I)	On or after Dated: <b>17/02/2024, 15.01 Hrs.</b>
13	Opening of Price Bids (Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.

**<Executive Director, Southern Zone, Berhampur>**  
<email id- zone.berhampur@optcl.co.in>



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**OFFICE OF THE EXECUTIVE DIRECTOR, SOUTHERN ZONE, BERHAMPUR**  
Email: [zone.berhampur@optcl.co.in](mailto:zone.berhampur@optcl.co.in)  
**CIN – U40102OR2004SGC007553**

**TENDER SPECIFICATION NO: - ED-SZ-BAM- e-Tender-Security Guards – 07/2023-24**  
**TENDER NOTICE NO: ED-SZ-BAM-07/2023-24**

**FOR**

**SELECTION OF SECURITY AGENCY FOR PROVIDING SECURITY SERVICE TO SOUTHERN ZONE, OPTCL**

**Part-I**

SECTION-I : SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS

SECTION-II : TECHNICAL SPECIFICATIONS FOR THE AGENCY AND THE SECURITY PERSONNEL TO BE DEPLOYED IN SOUTHERN ZONE, OPTCL BY THE AGENCY

SECTION-III : TECHNICAL BID

**Part-II**

SECTION IV : PRICE BID

SECTION-V : TERMS & CONDITIONS

SECTION-VI : DOCUMENTS TO BE SUBMITTED BY THE BIDDERS

SECTION-VII : E-REVERSE AUCTION

## CONTENTS OF TENDER DOCUMENT

<b>Sl. No.</b>	<b>Description of contents</b>	<b>Page Number</b>
<b>PART-I</b>		
Sec-I	<b>Scope of work and general instructions to Bidders</b>	<b>7-23</b>
Sec-II	<b>Technical requirements for the tendering Agencies</b>	<b>24-28</b>
Sec-III	<b>Technical Bid</b>	<b>29-41</b>
<b>PART-II</b>		
Sec-IV	<b>Price Bid</b>	<b>42-45</b>
Sec-V	<b>Terms and Conditions</b>	<b>46-58</b>
Sec-VI	<b>Documents to be submitted by the bidders</b>	<b>59-62</b>
Sec-VII	<b>e-Reverse Auction</b>	<b>63-65</b>
	<b>Annexures</b>	<b>66-80</b>

## Part- I

# SECTION -I

### SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS

#### 1.1 Submission of Bids:-

The bidder shall submit the bid in Electronic Mode only i.e. [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). The bidder must ensure that the bids are received in the specified website of OPTCL within the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request from any bidder to the OPTCL to collect the Bids in physical form will be entertained by OPTCL.

The OPTCL reserves the right to reject any bid, which is not submitted/deposited according to the instruction, as stipulated in the notification. The participants to the tender should be registered under ODISHA GST.

- (i) For all the users it is mandatory to procure the Digital Signatures.
- (ii) Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for **Registration:**
  - a. Click "**Register**". Fill the online registration form.
  - b. Pay the amount of **Rs.2,360/-**including GST through e-payment mode in favor of K.S.E.D.C Ltd. Payable at Bangalore.
  - c. Send the acknowledgment copy for verification.
  - d. As soon as the verification is being done the e-tender user id will be enabled.
- (iii) After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- (iv) If any Bidder wants to participate in the tender he will have to follow the instructions given below:
  - a. Insert the PKI (which consist your Digital Signature Certificate) in your System.
  - b. Make sure that necessary software of PKI be installed in your system.
  - c. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
  - d. Go to Start > Programs > Internet Explorer.
  - e. Type [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) in the address bar, to access the Login Screen.
  - f. Enter e-tender User Id and Password, click on "**Go**".
  - g. Click on "**Click here to login**" for selecting the Digital Signature Certificate.



- h. Select the Certificate and enter DSC Password.
  - i. Re-enter the e-Procurement User Id Password.
- (v) To make a request for Tender Document Bidders will have to follow below mentioned steps.
- a. Click “Un Applied” to view / apply for new tenders.
  - b. Click on Request icon for online request.
- (vi) After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:
- a. Click to view the tender documents which are received by the user.
  - b. Tender document screen appears.
  - c. Click “Click here to download” to download the documents.
- (vii) After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- a. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
  - b. Note down / take a print of bid control number once it displayed on the screen
- (viii) Tender Opening event can be viewed online.
- (ix) Competitors bid sheets are available in the website for all.
- (x) **For any e-tendering assistant contact help desk number mentioned below.**
- Bangalore – **080-40482000**.

The participants to the tender should be registered under ODISHA GST.

## **1.2 Division of Specification:**

The Specification is mainly divided into two parts viz. Part-I and Part-II & Annexures.

### **Part- I consists of**

- i. Section-I : SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS.
- ii. Section-II : TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCIES.
- iii. Section-III : TECHNICAL BID.

### **Part- II consists of**

- iv. Section –IV : PRICE BID.
- v. Section-V : TERMS & CONDITIONS.
- vi. Section- VI : DOCUMENTS TO BE SUBMITTED BY THE BIDDERS.
- vii. Section-VII : E-REVERSE AUCTION.
- viii. Annexures : Page No. 66 to 80.

**1.3 TECHNICAL REQUIREMENTS FOR SECURITY PERSONNEL TO BE DEPLOYED BY THE SUCCESSFUL AGENCIES IN OPTCL**

1. For security guard above **18 years** of age and **not exceeding 65 years**.
2. Must possess Physical Standards as indicated hereunder:-

**(A) General /SEBC / SC Candidates:**

- i. **Height: 160 centimeters**
- i. **Weight: According to the standard table of height and weight**
- ii. **Chest: 80 centimeters (Normal) and 84 centimeters (Expanded)**
- iii. **Eye Sight: Sight Vision: Far – 6/6 and Near – 0.6/0.6**
- iv. **Must be free from color blindness.**

**(B) S.T Candidates:**

- v. **Height: 155 centimeters**
- vi. **Weight: According to the standard table of height and weight**
- vii. **Chest: 80 centimeters (Normal) and 84 centimeters (Expanded)**
- viii. **Eye Sight: Sight Vision: Far – 6/6 and Near – 0.6/0.6**
- ix. **Must be free from color blindness.**

- Besides that everyone should be free from knock knee, flat foot and be able to run **one Kilometer in six minutes**.
- Free from any hearing defect and able to hear and respond to the spoken voice and alarms generated by security equipment.
- Must be free from contagious or infectious disease.
- Must have dexterity and strength to perform searches, handle objects and use force for restraining individuals in case of need.
- The Agency shall ensure for submission of Physical fitness Certificate obtained by the Guards from Govt. Medical Practitioners for deployment / engagement of Guards.

3. Must have in possession of Certificate in **Form – VIII (under Odisha Private Security Agencies Rules, 2021)** in support of successfully undergone the training prescribed for the purpose.
4. Must have in possession of Character and Antecedent Certificate in **Form – VII (under Odisha Private Security Agencies Rules, 2021)**.
5. Must be able to speak, read and write Odia /English.
6. Must have passed **8<sup>th</sup> class** examination.
7. Before deployment of any security guard the decision of OPTCL Management towards fitness of the security guard shall be final and binding upon the Agencies.

#### **1.4 Scope of Security Services:**

Without prejudice to the generality of the responsibilities, liabilities and obligations attached to the Security arrangements for the OPTCL site / offices and other areas. Following shall *inter alia* be responsibilities, liabilities and obligations of the Security Agency: -

- i. The agency must be able to reinforce its manpower deployed at company's premises without any loss of time during any kind of disturbances, demonstrations, strike, and dharna or as and when required by the company, at sites/offices premises.
- ii. The agency shall provide Leave/ off relievers where required/necessary without additional cost to OPTCL, for smooth discharging of Security duties.
- iii. The agency shall maintain good relations with the local administration, Police and Govt. agencies and shall act on behalf of the Company as and when required. The agency shall also file FIRs/ reports etc. with such Govt. bodies on its own, as and when directed/desired by the company.
- iv. The security personnel shall be compulsorily screened and selected individually by the Security Agency as per the laid down physical standards. No personnel shall be deployed without such screening.
- v. The agency shall keep watch on each and every visitor and to check if required, all incoming and outgoing personnel including the Company's employees, its security agency's employees and labourers, visitors, etc.
- vi. The agency shall keep vigil on and to check, all incoming and outgoing materials, vehicles including cars, truck, scooters, motor-cycles, bicycle etc. so as to ensure that there is no unauthorized entry or exit of men, materials and vehicles in the Company's premises.
- vii. The agency shall record and maintain the register of major and minor events occurring during the period of **24 hours** and report the same to the Authorized officer of the OPTCL every day regularly in the form of daily report.
- viii. The agency shall maintain Registers, logbook & others documents for incoming and outgoing men, materials and vehicles etc. in such Performa as may be prescribed by the company from time to time.
- ix. The agency shall issue gate-pass to visitors and to collect such passes at the time of exit and to maintain the record for the same.
- x. The agency shall inquire about any theft, pilferage, fire, disobedience, rowdies act, indiscipline, unauthorized activities and all other criminal activities in the OPTCL's premises and report the same to the Authorized officer to lodge the complaints to police authorities, if so desired by the company. Any lapses on account of non-reporting of theft or any other untoward incident

shall be treated as an offence. Necessary action as deemed fit shall be taken against the agency.

- xi. The agency shall provide necessary law and order assistance to the Company in case of fire, natural calamity, strike, mob, theft etc. in the OPTCL's premises or on any other occasion as may be directed by OPTCL.
- xii. The agency shall deploy security personnel at duty points and arrange for patrolling, round the clock and to ensure all locking devices in operation while on duty.
- xiii. The agency shall provide escort to the management executives, officers and staff and important visitors of the company as and when asked for by OPTCL.
- xiv. The agency shall protect the OPTCL property and premises and property of its employees in the premises against all outside and inside forces including malicious acts of any person(s).
- xv. Surprise checking shall be personally carried out by the Security agency to ensure effective services by the Security staff deployed by the Security agency in OPTCL's premises.
- xvi. The agency shall undertake any such job/services/assignments etc. as desired by the company, concerning liasioning / security of the OPTCL premises.
- xvii. In addition to the scope of work above, the Security Agency shall provide additional security cover for the occasion like visits of VIP, Social / Cultural / Sports programs or any other eventualities of OPTCL, for which sufficient advance intimation shall be given, whenever possible. The payments will be released as per the scheduled rates.
- xviii. The Agency shall provide security services for the protection of life and against theft, pilferage, fire etc.
- xix. Ensure safety and security of men and material,
- xx. Guiding visitors to desired locations. Concerned officials / occupants.
- xxi. Regulating entry of unwanted visitors / salesmen and maintenance of visitors register.
- xxii. Issuing & checking of gate passes and to regulate the entry and exit of vehicles / materials.
- xxiii. Prevent entry of stray animals like cows, dogs etc.
- xxiv. Round the clock security service is required to safeguard property and personnel of OPTCL.
- xxv. Frisking and checking of visitors during and after operational hours.
- xxvi. Hand held metal detectors should be provided by the Security Agency at his own cost in case of Offices/ Grids, for checking and frisking of visitors as well as their carry bags.

- xxvii. Mandatory checking of vehicles at entry and use inverted mirror detectors for checking vehicles for any sabotage or terrorist act.
- xxviii. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies / Disaster & be well equipped with their update contact numbers.
- xxix. Visitors management in common, during events & exhibitions, and during other special occasions,
- xxx. Having effective control on movement of materials in / out.
- xxxi. Physical guarding of entry / exit points.
- xxxii. Screening of visitors.
- xxxiii. Patrolling and guarding various common area and surroundings to ensure adequate safety and security.
- xxxiv. Assisting the occupants during the emergency evacuation of the building
- xxxv. Rescue operation of passengers stranded in the lifts.
- xxxvi. Assist restoration team in case of emergencies / disasters.
- xxxvii. Ensuring and monitoring the operations of Boom Barriers & Access Control System wherever available.
- xxxviii. The Bidder shall provide at his own cost, Photo identity cards as laid down in the **Odisha Private Security Agencies Rules 2021 under Rule -13 and liveries as mentioned under Rule-14** of said Rule.
- xxxix. The Bidder shall have his own Establishment / office / staff etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. The Bidder shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. The Bidder shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis / ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and record keeping as per requirements.

### **1.5 OTHER CONDITIONS:**

- i. The Security agency shall ensure that they will strictly follow the physical standards for the recruitment of Security Personnel.
- ii. All payments (excluding service charge and statutory dues) are directly payable by the security agency to the guards /Supervisor accounts through **NEFT/RTGS** or Bank transfer only.
- iii. All deployment of guards will be done only after clear instructions are given by the Executive Director, Southern Zone, OPTCL, Berhampur. If an untoward incident occurs, due to lapses on the part of security personnel, the OPTCL shall reserves the rights to impose penalty, directly in proportion to the gravity of the incident, deductible from the monthly bill.
- iv. In case of any emergency like disturbances, demonstration, agitation etc. within the Office, GRID S/S installations, office premises and outside premises of OPTCL, the security personnel deployed by the OPTCL shall stand firm on their duties and assist the management and police authorities in maintaining law and order situation in such places. They should never desert the work spot under any situations.
- v. In case the security personnel deployed by the Security Agency go on strike, agitation, remain absent, or remain inactive in a manner not conducive to OPTCL's interest, the Security Agency shall immediately replace them by efficient persons. Failure to do so by the Agency, will invoke penalty clause. The Agency will also ensure that their personnel are not involved in any type of Union activity, Dharna / Demonstration before any of the Offices of OPTCL or any other Authority.
- vi. The security personnel deployed by the Security Agency in OPTCL should have thorough knowledge on right of private defense of personnel and property as provided under the Indian Penal Code.
- vii. Whenever the Security Agency through their security personnel, deployed at any of the OPTCL's premises, notice anything against the interest of OPTCL, they shall report the same immediately to the Officer of OPTCL.
- viii. The security agency manpower shall not engage themselves, directly or indirectly in any commercial activities or employment over & above their employment with the security agency.
- ix. All security personnel deployed by the security agency shall be courteous, respectful & shall possess required tact and patience in performing of their duties and shall discharge their duties in a most befitting manner, keeping honor and dignity of the Organization always high.
- x. The Security Agency shall provide two sets of proper and attractive uniform, shoes & equipment to all the security personnel deployed by them. All security personnel deployed shall keep themselves **smart, active and in impressive appearance** and shall put on the uniform in **washed, neatly pressed & tidy condition**.

- xi. It shall be the responsibility of the security agency to issue the **employment card / photo identity card** to all the deployed security guards. The Agency shall take responsibilities to bring their employees to the spot every day and also to take them back at the end of each shift.
- xii. The Security Agency shall rotate the security personnel deployed for the contract periodically or as and when suggested by the Company.
- xiii. The Security Agency shall ensure that the security personnel observe code of conduct and discipline expected from a Security Personnel.
- xiv. The Supervisor of the Security Agency must visit the site to familiarize themselves with the site conditions.
- xv. All guards should have Bank A/c and their monthly wages or advances will be directly credited to their Bank A/c by the agency. There will be no cash transaction for above purposes.
- xvi. **For non-coverage area of the ESI scheme, insurance of each guard and compensation policy as per Employees Compensation Act, 1923 is a must.**
- xvii. Physical standard requirement of each guard is to be adhered to as specified in the tender document.
- xviii. The Security Agency shall provide personnel for local liaison with the nearby residents, Govt. and Police Authorities without any additional cost.
- xix. Discipline will always be maintained by the security personnel on / off the duty.
- xx. Every security personnel should have undergone Police verification.
- xxi. **Form IV of the Odisha Private Security Agencies Rules, 2021** to be submitted before deployment.
- xxii. Security agency shall make own arrangements for boarding, lodging and food for their employees / guards nearby the sites.
- xxiii. Any implication due to theft at site will be debited to Agency's account as decided by the OPTCL Authority under intimation to the Agency. In this case the decision of OPTCL Authority if final & binding.
- xxiv. **The agency shall deploy women security personnel as and when required by OPTCL.**

## **1.6 Duties of Security Guards:**

Security Guards are posted on shift duty shall always be in full uniform. They are responsible for the security of the Grids / offices where they are deployed. They have to assist their superiors in performance of their duties. While posted at main gate of the offices they will perform the following duties:

- i. They will check the identity card / pass of all the persons entering in the offices and will not allow anybody to enter without I-card or pass. They will also check if required, the bags / briefcases etc. of the persons entering the premises. They will not allow any unauthorized / suspicious person to enter the office premises. While on duty, the security guards will remain vigilant, alert and careful and sincere on their duty.
- ii. At the time of the personnel going out, they will keep watch on persons if there is any suspicion of his carrying any material of OPTCL and he may check the material if required.
- iii. They will note down the Number of vehicles and name of the drivers entering in the offices in the log book / registers. In case any vehicle / person carrying any material he will check the gate pass / challans and help his superiors counting / checking the items mentioned in the gate pass / challans. No official material will be allowed to take out of the office premises without proper gate pass.
- iv. They will also arrange to park / outgoing of the vehicles of the senior officers in the premises of the offices.
- v. Whenever any suspicious object is seen near the offices the matter should immediately be reported to his supervisor / senior officers.
- vi. Any other duty assigned by the security supervisor or security in-charge on duty at the gate.
- vii. Protects OPTCL properties / employees while fire damages occurred, by responding to alarms, driving and operating equipment, regulating water pressure, combating and extinguishing fires, and rescuing and reviving people.
- viii. Security guard posted at Stores / Offices / Grids of OPTCL is an important functionary as a representative of the security staff. He is deputed in the Stores / Offices / Grids mainly to ensure that no theft, pilferage, misappropriation and loss of company's properties take place. He will function under the direct supervision of the security supervisor.
- ix. He will check all the outgoing and incoming vehicles and will ensure that no material is taken out from the Stores / Offices / Grids without proper gate pass / docket.
- x. He will check the material as per the docket / gate pass and make the entries in the registers. He will also note down the vehicle no. carrying the material and put his signature on the register



kept on the gate.

- xi. He will keep the dockets and gate passes in safe custody and shall enter them in the register.
- xii. He will sign on the back of the gate passes / dockets in token of having checked the materials.
- xiii. He will also maintain a register in which incoming materials is to be entered and proper records are to be kept. He will be responsible for getting the material weighed / measured / counted as the case may be in his presence in case of material is taken out or the material brought to the stores.
- xiv. In case of emergency the material may be allowed to go out by the security guard on duty by making entry in the Register after noting down full particulars of that person with I-Cards etc. with permission of security in-charge.
- xv. He will bring into notice of the Authorized officer through the supervisor regarding any mal-practices being followed in the Stores / Offices / Grids of OPTCL.
- xvi. He can be assigned any other duty by the security in-charge from time to time.
- xvii. He can be assigned any other duty by the security in-charge from time to time.

#### **1.7 Standard Operating Procedure for Security Services:**

##### **A. ON TAKING OVER DUTY:**

- i. Report at least 15 minutes before start of the shift / duty time.
- ii. Obtain exhaustive briefing from on duty guards while taking shift charge.
- iii. Sign -duty log book- as having understood & taken over duty.
- iv. Take charge of duty.

##### **B. DURING DUTY:**

- i. Maintain strict vigil over the entire allocated duty area.
- ii. Remain properly dressed along with head-gear.
- iii. Keep the baton, whistle & torch are in working order.
- iv. Do not leave duty area without being relieved.
- v. Remain polite but firm with visitors without compromising security aspects.
- vi. Ensure that vehicles are parked at designated locations systematically.

- vii. Keep the main gate always locked & open the same only when required.
- viii. Maintain records of workers / contractors entering the premises for any official work.
- ix. Keep strict vigil on touts & anti-social elements.
- x. Ensure that incoming materials are inspected and recorded in the inward stock material register & put the official stamp on the associated bill / challan.
- xi. Ensure that outgoing materials are inspected & permitted only after verification of the associated gate pass signed by authorized signatory. Make entry in outward stock material register.
- xii. Ensure that visitors are allowed only after obtaining permission from the officials of OPTCL. Enter details in the visitors register & allocate the visitors pass.
- xiii. Guide the visitor to the destination without leaving the post.
- xiv. In case of dead-lock with the visitor, ask intervention of OPTCL official to resolve the matter.
- xv. Respect all company officials and extend courtesy without compromising security aspects.
- xvi. Record all unusual occurrences in security log book & inform supervisor and officials of OPTCL.
- xvii. Do not gossip while on duty.
- xviii. He will take all necessary steps required for the better protection and security of the property and personnel of OPTCL.

**C. ON HANDING-OVER DUTY:**

- i. Do not leave the duty without being relieved.
- ii. Brief the relieving guard on the occurrences as well as on special requirements.
- iii. Make entry in the security log book about having briefed & handed-over duty to incoming guard by name & sign at the respective column.

**D. MANAGER OF THE AGENCY:**

- i. Keep record of all guards, locations & their duty schedules.
- ii. Supervise performance & maintain data bank of the same.
- iii. Conduct surprise checks to ensure coverage of each location **at least once during day & biweekly during night.**

- iv. Record the above check in the security check register.
- v. **Maintain routine liaison with local police & fire station at least once a month & record the visit details in liaison / coordination register & obtain signatures of security in-charge.**
- vi. Maintain liaison with various OPTCL offices under the jurisdiction to ensure effective, friendly & feel-safe security.
- vii. Ensure provisioning for off reliever from security agencies as absentee replacements.
- viii. Plan the leave of security personnel in a manner that there shall be no conflict or shortfall in providing 24 x 7 Security service.
- ix. Maintain discipline amongst security personnel & take action against defaulters. Apprise the OPTCL official from time to time.
- x. Check status of firefighting extinguishers & take action for their serviceability.
- xi. Give training to the security guards.

**E. RESPONSIBILITIES OF THE AGENCY:**

- i. Be responsible for all security matters in the area of responsibility.
- ii. **Conduct surprise checks in order to cover each location at least once a week during day & twice in a month during night (1 a.m. to 4 a.m.)**
- iii. Record the above checks in the security check register.
- iv. **Maintain liaison with local police & fire stations at least once a month for each district. Record the same in liaison / coordination register.**
- v. Maintain liaison with various location heads in order to ensure feel-safe, friendly and effective security services.
- vi. Collect intelligence information & forward it to the Authorized Officer.
- vii. Review the security deployment every month & suggest reduction where possible.
- viii. The offices of security guards may be interchanged within the same location if required.
- ix. Maintain data bank of security personnel with regards to their proficiency, conduct & effectiveness.
- x. Maintain discipline amongst security personnel & take disciplinary action against in-disciplined security personnel.
- xi. Conduct **Mock drill for firefighting** and report the result to safety Officer **every month** at all sites of the duty & report result to respective Security-in-charge for onward transmission to the Chief Security Officer.

**F. OUT BREAK OF FIRE:**

- i. On observing fire, shout -"Fire".
- ii. Try to extinguish fire by extinguisher.
- iii. Ask for help from people to fight fire.
- iv. Contact local fire station for immediate help.
- v. Inform the local police station for immediate help.
- vi. Inform security supervisor/ OPTCL official.
- vii. Assist fire-party in fighting fire.
- viii. On extinguish of fire, record details in -security log book- and inform all concerned about the same, who were informed earlier
- ix. Resume normal security duty after extinguish of fire.

**G. THEFT / DISORDER:**

**ACTION BY SECURITY GUARD**

- i. Investigate at-site to identify & isolate the thief till arrival of OPTCL officials / police.
- ii. Inform OPTCL official and Manager of the Agency.
- iii. Inform local police station for immediate help.
- iv. Assist police / OPTCL official in investigation.
- v. Record details in security log book.
- vi. Continue to be alert & maintain discipline amongst security personnel.

**1.8 Duration of Contract:**

**The effective date of the contract** for providing the aforesaid security personnel shall be the date of the contract **agreement made** and would continue till completion of **01 (One) year** from that date. The contract may be extended for a further period of **01 (one) year** on mutual consent depending upon the performance of the service provider and at the discretion of the authority. The Management of OPTCL, however, reserves the right to terminate the contract by giving **02 (Two) months' Notice** to the selected Security Agencies.

**1.9 Instructions for Bid submission:**

**A. Tenders shall be in Two Parts**

The Tenderers are required to submit the tenders in two parts **Part-I (Technical)** and **Part-II (Price Bid)**.

**Time Schedule of Bids**

Sl. No.	Description	On Date
1	Bid submission start date	<b>Dt.: 25/01/2024 (10.00 Hrs.)</b>
2	Bid submission closing date	<b>Dt.: 17/02/2024 (15.00 Hrs.)</b>
3	Opening of Technical bid (Part-I)	<b>Dt.:17/02/2024 (15.01 Hrs.)</b>

**B. Opening of Bids**

- i. The part-I shall be opened through online mode on the date as mentioned above. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be **allowed 7 days' time** for such activity.
- ii. On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical criteria / qualifying experience shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.
- iii. The bidders are required to furnish sufficient information to establish their qualification / capability to deploy the security personnel. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- iv. The price bids of the technically qualified and otherwise acceptable bids shall only be evaluated as per the norms applicable.

**1.10 Eligibility for Submission of Bids:**

Only those service providers who have deposited the cost of tender specification in shape of Demand draft / NEFT /RTGS and furnished the BG / Demand Draft against Bid Security (EMD) are eligible to participate in the tender.

**1.11 Management's Right to Reject Bids:**

The Management reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

**1.12 Mode of Submission of Bids:**

- (A) Tenders shall be submitted in electronic mode only. ([www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL))
- (B) Telegraphic or FAX tenders shall not be accepted under any circumstances.

**1.13 Validity of the Bids:**

The tenders should be kept valid for a period of **180 days** from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.

**1.14 PRICE:**

Bidders are requested to quote-'FIRM' Price. No deviation from FIRM PRICE will be entertained. Taxes & duties should be clearly indicated in the **Price Bid (Part-II)**.

**1.15 Submission of Technical Bid & Documents to Accompany the Bid:**

The intending Bidders are required to submit the technical Bid in the prescribed format as in **section III** of tender specification and also submit copy of the documents in **Section-VI**, along with the Technical Bid, **failing which their bids shall be summarily / out rightly rejected and will not be considered for further evaluation.**

**1.16 Submission of price Bid (Part-II) & Documents to Accompany Bid:**

The tenderers are required to submit the price Bid in the prescribed format as in **Section IV**.

**1.17 Conditional Offer:**

Conditional offer shall not be accepted.

**1.18 General Terms & Conditions:**

- i. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.
- ii. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- iii. Notice inviting tender shall form part of this Specification.
- iv. The price bids of the technically and otherwise acceptable bids shall only be evaluated. It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

**1.19 Security Deposit:**

The successful Bidder will have to deposit a **Security Deposit @ 10%** of the contract value in shape of **Demand Draft** or **Pay Order** issued by any **Scheduled Bank** in favor of the Southern Zone, OPTCL, Berhampur and payable at Berhampur or in the form of **Bank Guarantee (B.G) from any Nationalized Bank** drawn in favor Southern Zone, OPTCL, Berhampur and payable at Berhampur **and payable / en-cashable at Berhampur** covering the **contract period and additional 3 months**. The same shall be submitted by the agency during office hour in the **Office of Executive Director, Southern Zone, Berhampur**.

- 1.20** The rates of wages of different category of Security personnel cannot be less than the **rates of minimum wages** prescribed by the Government of Odisha from time to time under the **Minimum Wages Act, 1948** and rules made there under.

- 1.21** The Service Charges, rate of wages, statutory dues and other allowances etc. under the labour laws and other laws payable by the employer (the bidder) should be indicated in detail.
- 1.22** **No other dues on any account** shall be payable by the **OPTCL** except Statutory dues and the Service Charges agreed upon.
- 1.23** The bidder having sufficient experience and resources and fulfilling all eligibility criteria, quoting the lowest rate shall be selected. However, the OPTCL reserves the right to select any bidder taking into account their experience, expertise, resources and requirement of OPTCL as found suitable and determined by the Tender Committee.
- 1.24** On award of the contract, the Bidder is required to obtain License from Licensing Authority in **Form VI under Rule 25 (I) of Orissa Contract Labour (R&A) Rules 1975** before deployment of Security personnel failing which the award of contract shall be cancelled.
- 1.25** If it is found that any amount is payable by the successful Bidder towards wages, allowance and statutory dues in respect of the Security Personnel or any loss of OPTCL property, the same shall be adjusted from the Security Deposit to the extent of the amount so determined reserving the right to recover the deficit amount through other modes of recovery, including the right to **terminate the agreement** by giving **02 months' Notice**.
- 1.26** The successful Bidder shall be solely and exclusively responsible for engaging their Security personnel. The OPTCL will have no liability whatsoever concerning the employees of the Bidder. The Bidders shall have to make regular and full payment of all wages and allowances to its workers by due date/ employees so also the statutory dues, etc. He shall also indemnify OPTCL against all losses, damages caused to any commission and omission on the part of the Security personnel deployed by him.
- 1.27** The agreement is terminable by giving **two (02) months' Notice** from either side during the period of agreement. In case where the successful Bidder commits any breach of the terms and conditions, the agreement can be **terminated without Notice and in that event the Security Deposit shall be forfeited**.
- 1.28** **Evaluation of Tender:**  
The Tender shall be evaluated at office of the Executive Director, Southern Zone, OPTCL, Berhampur and the job may also be split among more than one Tenderer for any particular item if considered necessary in the interest of the Management. OPTCL may alter the number of security personnel at the time of placing orders. Initially the order may be placed for lesser numbers with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.
- 1.29** The Bidder shall **undertake** not to **sublet** the work order to other Security Agencies.
- 1.30** The Bidder shall **undertake** to **abide by the terms and conditions** appended to this instruction on being successful in the bid.

- 1.31** The OPTCL reserves the right to **reject all Tenders without assigning any reason whatsoever** and the decision of the **OPTCL Management** shall be final and binding on all the Bidders.
- 1.32** The Price Bid of only those tenderers will be opened **who qualifies in Technical Bidding only and the date of opening of Price bids shall be informed to the Technically Qualified Bidders.**
- 1.33** The number of guards mentioned may change while making deployment as per the requirement of the organization.
- 1.34** **The agency will be liable to cover the guards under Employees Compensation Act 1923 wherever the ESI scheme is not applicable and will settle the dues as may be applicable before the Appropriate Authority.**

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## SECTION-II

### **1.35 TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCIES:**

**The tendering Agencies should fulfill the following technical specifications:**

- i. The registered office or one of the branch offices of the Agencies should be located within the jurisdictional area of Southern Zone, OPTCL, Berhampur or locations where the security guards shall be deployed.
- ii. The Bidder should be registered with **Companies Act, 2013** as a Limited Company. Bidding in form of consortium is not allowed.
- iii. The Bidder should have valid license in **Form-IV of the Odisha Private Security Agencies Rules, 2021**. The agency should have adequate training facilities/faculties and requisite security training equipment as evidenced by an undertaking in this regard from the Controlling Authority (as prescribed in **Odisha Private Security Agencies Rules, 2021**).
- iv. The Bidder must have **at least 3 (three) years' experience** in providing minimum **300** Security personnel in a year and out of which minimum **100** Security personnel should be **in a single contract** in Government Departments, Public Sector Undertakings, reputed corporate, organization and Autonomous body etc. for the purpose they must have in possession of **Labour License (in Form – VI) under the Orissa Contract Labour (R&A) Rules 1975** in support of their claim of three years experiences and certificate of Principal Employer regarding engagement of Agency as Security Service Provider;
- v. The Bidder must have their own Bank Account.
- vi. The Bidder must have registered with Income Tax and GST Departments.
- vii. The Bidder must be a regular IT return filer. Copy of IT returns acknowledged for the last three financial years **2020-21, 2021-22 & 2022-23** must be enclosed.
- viii. The Bidder must have registered with appropriate authorities under EPF & MP Act, 1952 & Employee State Insurance Act, 1948.
- ix. **The Bidder must have average annual turn-over of more than Rs. 7 Crore (average) for last three consecutive years by providing similar services only** which will be determined from the Audited Balance Sheet and Profit & Loss Account. The Bidder should be a profit making agency in the **preceding three (03)** financial years.
- x. **The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilized credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening should not be less than ₹ 100.00 Lakh (i.e. approx. not less than 2 months Gross wages of estimated cost of the deployment).** Bidder shall be financially sound and stable. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilized credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening. If there is any discrepancy between LA & UUCF certified by the Bank & Chartered Accountant (CA), then bank certified figure shall be taken as final.
- xi. The bidder should not pay less than the minimum wage to the security guards and supervisors as applicable.

- xii. The Bidder must provide its Bank details along with IFS code, Branch Code that is RTGS details along with a crossed cheque.
- xiii. The Bidder must submit solvency certificate.
- xiv. All the pages of the tender documents should be signed by the bidder or his / its Authorized signatory. In case the tender documents are signed by the authorized signatory, a copy of the power of attorney / authorization may be enclosed along with tender.
- xv. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
- xvi. There shall not be any criminal case pending against the company / firm / Agency and shall not have been blacklisted. Affidavit of the MD/Director is required in this regard.

**1.36 Eligibility Criteria:**

The bidders shall meet the following minimum eligibility requirement through supporting documentation to qualify for participation in the bidding process:-

Description of Criteria		Required Supporting Documents
<b><u>Technical Criteria</u></b>		
A.	The bidder shall necessarily be a legally valid entity registered under the Companies Act, 2013, with minimum 3 (three) years of experience in providing similar services by the last date of submission of the bid.	Attested copy of Certificates of incorporation issued by the respective authority along with copy of MoA and AoA indicating business in similar services.
B.	The Bidder must have 3 (three) years' experience in providing minimum 300 Security personnel in a year and out of which minimum 100 Security personnel should be in a single contract in Government Departments, Public Sector Undertaking, reputed corporate, organization, and Autonomous body etc.	Copy of supporting work order, completion certificate as applicable along with copy of labour license (in Form-VI) under the Orissa Contract Labour (R&A) Rules 1975 in support of engagement of 300 Security personnel in a year and out of which minimum 100 Security personnel should be in a single contract & duly filled Data sheet as per Form T4.

C.	Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation. The Bidder must have license in Form-IV (License to engage in the business of private security agency) under Odisha Private Security Agencies Rules 2021.	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF Registration, ESI Registrations and valid License in Form-IV under OPSA Rules 2021 to be submitted along with Form T2.
D.	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department / office and has no criminal case pending in any court of law as on date of proposal.	Undertaking as per Annexure-C Undertaking needs to be provided in letter head of bidder.
E.	The bidder has to submit the Performance Certificate from 3(three) offices, where he has engaged Security Guards in last Three (3) years. If the Bidder is already engaged in OPTCL, he has to attach the Performance Certificate issued by OPTCL authorities.	Performance Certificate from three Govt. / PSU/reputed Organisation to be attached. If engaged in OPTCL, the performance certificate from OPTCL authorities (Division Head/ Circle Head) needs to be attached.
F.	<b>If the bidder has already deployed security personnel in OPTCL in last 3 years then all statutory dues (Monthly Wages ,Bonus ,Leave Salary etc) should be cleared as on 31/12/2023.</b>	<b>The No Due Certificate from OPTCL authorities (Division Head/ Circle Head) needs to be attached.</b> <b>I. Wages on monthly basis up to 31.12.2023.</b> <b>II. Bonus on Financial Year Basis i.e 2020-21, 2021-22, 2022-23.</b> <b>III. Leave Salary on yearly basis up to 31.12.2023.</b>
G.	The registered office / Branch office of the Service provider must be located within the jurisdictional area of Zonal Office / Locations where the security guards shall be deployed.	Valid address proof of the office. (Telephone Bills / Electricity Bills / Water Connection Bills / Rent Agreement etc.)
<b>Financial Criteria</b>		
H.	The Bidder must have their own Bank Account	Attested supporting Documents
I.	The Bidder must be a regular IT return Filer,	Attested supporting documents.

	Copy of IT Returns Acknowledged.	
J.	The Bidder must have annual turn-over of more than <b>Rs. 7 Crores (average) for last 3 consecutive years</b> by providing similar services.	Certified copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over from similar services only during last three financial years.
K.	The Bidder must have provided their Bank Details along with IFS Code, Branch Code, RTGS details along with a crossed cheque.	Self-attested supporting Documents.
L.	The Bidder has to submit their solvency Certificate.	Certificate obtained from the any Nationalised / Scheduled Commercial Banks.
M.	The Bidder must duly authorized their signatory.	Notarised Power of attorney / authorizations in non-judicial stamp paper must be enclosed along with the tender.
N.	<b>The liquid assets (Cash at Bank &amp; Fixed Deposit) and Un-Utilised credit facility (both Fund &amp; Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening should not be less than ₹ 100.00 Lakh (i.e., approx. not less than 2 months Gross wages of estimated cost of the deployment)</b>	The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening. If there is any discrepancy between LA & UUCF certified by the Bank & Chartered Accountant (CA), then bank certified figure shall be taken as final.

### **1.37 Method of Evaluation of Technical Bid:**

It is very important that the bidder should clearly understand the scope and nature of work and places of posting of the security guards before submitting the proposal. In case any error/mistake in assessment by the bidder, it cannot be rectified in future in the bidding process.

The Technical Bid shall be ranked keeping in view the marks obtained on a scale of 100 during evaluation of bid. The Bidder/Tenderer must submit all valid and effective documents to claim marks in the Technical Bid. In case the Bidder/Tenderer fails to attach valid and effective documents with the Technical Bid or no valid and effective documents are received with the Technical Bid, the Bidder/Tenderer will get "0" (ZERO) marks.

The matrix for evaluation of Technical Bids on the scale of 100 marks shall be as follows subject to the condition that the Minimum Qualifying Marks for Technical Bid would be 60 out of 100 :-

Sl. No.	Technical Criteria	Total Marks
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1	Experience of the Bidder in Security Management Services  (1) Between 3 years to 5 years  (2) Above 5 years but less than 10 years  (3) More than 10 years	15 Marks  20 Marks  25 Mark	25
2	Currently Providing Number of Security Guards in Public Sector Insurance Company/Bank/Central or State Government / Autonomous Institute / Corporate Establishment of repute  (1) Between 300 to 500  (2) Above 500 to 700  (3) More than 700	15 Marks  20 Marks  25 Marks	25
3	Work Experience of Bidder in providing Security Guard Services in Public Sector Insurance Company/Bank/Central or State Government / Autonomous Institute / Corporate Establishment of repute  (1) Less than or equal to 3 organizations  (2) More than 3 and less than or equal to 5 organizations  (3) More than 5 organizations	15 Marks  20 Marks  25 Marks	25
4	Presentation regarding Action Plan to improve and transform the existing Security Service Management to high quality standard		25

**Note:**

1. **The Bidder who secures 60 or more marks in the Technical bid, only their price bids shall be open for evaluation.**
2. **If the Performance Certificate submitted by the agency as per Cl. No: 1.36(E), issued by OPTCL authorities / or any other reputed organization is found not satisfactory / unsatisfactory / dissatisfactory / below average, their price bids shall not be opened for evaluation.**
3. **If the agency has deployed security personnel in OPTCL in last 3 years then all statutory dues should be cleared as on 31/12/2023 otherwise the agency will be considered disqualified in the techno-commercial evaluation despite of securing 60 marks.**



**SECTION-III**

**TECHNICAL BID**

**For Deployment of Security Personnel in OPTCL**

TENDER SPECIFICATION NO. \_\_\_\_\_ OPTCL \_\_\_\_\_ Dated \_\_\_\_\_

1. Name of the Bidder :

2. Details of Earnest Money Deposit : DD No. \_\_\_\_\_ Date \_\_\_\_\_

Of Rs. \_\_\_\_\_ drawn on

Bank \_\_\_\_\_

3. Name of the MD/Director : \_\_\_\_\_

4. Full Address of Registered : \_\_\_\_\_

Office of the Bidder

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

5. Full address of Operating

/ Branch Office of the Bidder : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

6. Name & telephone no. of : \_\_\_\_\_

Authorized officer/person

to liaise with OPTCL Corporate Office

7. Banker of the Bidder : \_\_\_\_\_

(Enclose certified copy of statement of

\_\_\_\_\_

A/c for the last Two years)

\_\_\_\_\_

Telephone Number of Banker \_\_\_\_\_

8. PAN / GIR No. : \_\_\_\_\_

(Enclose attested copy)

9. a) GST Registration No. : \_\_\_\_\_

(Enclose attested copy)

b) Applicable GST Rate. : \_\_\_\_\_

10. E.P.F. Registration No. : \_\_\_\_\_

(Enclose attested copy)

11. E.S.I. Registration No. : \_\_\_\_\_

(Enclose attested copy)

12. Financial turnover of the Bidder by providing security services only for the last three consecutive Financial Years (Audited Account only for providing security personnel):

Financial Year	Amount (Rs. Lakhs)	Remarks (if any)
2020 - 21		
2021 - 22		
2022 - 23		

13. Details of the Three years (03) experience in providing minimum **300 Security personnel in a year and out of which minimum 100 Security personnel should be in a single contract in Govt. Department / PSU / reputed corporate sector, organization and Autonomous body etc.**, in the following format (if the space provided is insufficient, a separate sheet may be attached) (attach copy of Labour Licenses in Form-VI under The Orissa Contract Labour (R&A) Rules ,1975 in support of claim & certificate of Principal Employer regarding engagement of agency as security service provider & execution of work satisfactorily):



Sl. No.	Name of the client, address, telephone and Fax No.	Security personnel deployed		Amount of contract (Rs. Lakhs)	Duration of contract	
		Type of Security personnel deployed	Nos.		From	To

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

Date:

Signature of authorized person

Place:

Name:

Seal:

### 1.38 Checklist of Eligibility:

Description of Criteria	Required Supporting Document	Submitted ( Yes / No)	
<b>Technical Criteria</b>			
A.	Bidder shall necessarily be a legally valid entity registered under the Companies Act. 2013 and having a license under The Private Security Agencies (Regulation) Act,2005 with minimum 3 years of experience in providing similar services.	Attested copy of Certificates of Incorporation issued by the respective registrar of Agency/ firms / companies along with copy of Memorandum of Association and Articles of Association indicating business in similar services.	
B.	The Bidder should be registered with the Income Tax, Goods and Services Tax.	Attested copies of PAN Registration / GIR and GST Registration.	
C.	The Bidder must have license in form-IV under The Odisha Private Security Agencies Rules, 2021. Also registered with EPFO & ESIC.	License in Form-IV under OPSA Rules 2021, EPFO Registration certificate, ESIC Registration certificate.	
D.	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government project as on date of proposal.	Undertaking as per Annexure-D. Undertaking needs to be provided in organization letter head of bidder.	
E.	The bidder has to submit the Performance Certificate from 3 (three) offices, where it has engaged Security Guards in last Three (3) years. If the Bidder is already engaged in OPTCL, it has to attach the Performance Certificate issued by OPTCL authorities.	Performance Certificate issued in the Letter Head of the concerned Organisation from three Govt/ PSU/reputed Organisation to be attached. If engaged in OPTCL, the performance certificate from Circle Heads/ Division Heads of OPTCL to be attached.	
F.	<b>If the bidder has already deployed security personnel in OPTCL in last 3 years then all statutory dues (Monthly Wages ,Bonus Leave Salary etc.) should be cleared as on 31/12/2023.</b>	<b>The No Due Certificate from OPTCL authorities (Division Head/ Circle Head) needs to be attached.</b> <b>I. Wages on monthly basis up to 31.12.2023.</b> <b>II. Bonus on Financial Year Basis i.e 2020-21, 2021-22, 2022-23.</b> <b>III. Leave Salary on yearly basis up to 31.12.2023.</b>	
G.	The Bidder must have three(03) years' experience in providing minimum 300 Security personnel in a year and	Copy of (1) Supporting work order (2) Labour license in Form-VI	

	out of which minimum 100 Security personnel should be in a single contract in Government Departments, Public Sector Undertaking, reputed corporate, organization, and Autonomous body etc.	under Orissa CL (R&A) Rules 1975 (3) Work completion certificate with duly filled in data sheet as per Form T-4	
H.	The Bidder must have their own Bank Account	Attested supporting Documents	
I.	The Bidder must be a regular IT return Filer, Copy of IT Returns acknowledged.	Attested supporting documents.	
<b>Financial Capability Criteria</b>			
J.	The Bidder must have annual turnover of more than Rs. 7 Crore (average) for last 3 consecutive years by providing Similar Services.	Certified copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over from similar services only during last three (03) financial years.	
K.	The Bidder must be a regular IT return Filer, Copy of IT Returns Acknowledged.	Attested supporting documents.	
L.	Bidder should have a positive net worth during the previous three financial years.	Certified copy from the statutory auditor / chartered accountant has to be provided certifying organizations financial statements during last three financial year.	
M.	The Bidder must have provided their Bank Details along with IFS Code, Branch Code, RTGS details along with a cancelled crossed cheque.	Self-attested supporting Documents.	
N.	The Bidder has to submit their solvency Certificate	Certificate obtained from the Nationalized / Scheduled commercial Bank	
O.	The Bidder must duly authorize their signatory (if any).	Notarised Power of attorney / authorizations in non-judicial stamp Paper must be enclosed along with the tender.	
P.	<b>The liquid assets (Cash at Bank &amp; Fixed Deposit) and Un-utilised credit facility (both Fund &amp; Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening should not be less than ₹ 100.00 Lakh</b>	The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening. If there is any discrepancy between LA & UUCF certified by the Bank & Chartered Accountant (CA), then bank certified	

	(i.e., approx. not less than 2 months Gross wages of estimated cost of the deployment)	figure shall be taken as final.	
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**1.39 Other Documents:**

- 1) Evidence of availability of training facility and service equipment and gadgets.
- 2) Letter of application on the Bidders letter head in Form-T1.
- 3) Information's about the Bidder in Form-T2.
- 4) Power of attorney for authorized signatory-T3.
- 5) Experience of providing security services in Form-T4
- 6) Existing Commitments in Form-T5.
- 7) Anti-collusion certificate in Form T-6.
- 8) Reverse Auction Process Compliance Form (Annexure-I)
- 9) Annexure D, E and F.

**1.40 FINANCIAL CAPABILITIES OF THE AGENCY:**

All individual firms are required to complete the information in this form. The information supplied shall be the annual turnover of the Bidder, in terms of the amount billed to clients for each year for work in progress or completed.

**Name of Applicant**

**FINANCIAL CAPACITY OF APPLICANT**

Sl. No	Financial Year last 3 FYs	Financial Turnover from the similar service	Net Worth
(1)	(2)	(3)	(4)
1			
2			
3			

**Certificate from the Statutory Auditor**

This is to certify that (name of the Bidder) has received the payments shown in column 3 above against the respective years on account of providing security service and has net worth as shown in column 4 above.

**Seal & Sign. &  
Membership No.**

**(Liquid Assets and Un-Utilized Credit Facility Schedule)**

Work Quoted for	Estimated Cost of the Work (Rs. in Lakh)	Liquid Assets as on .....		Un-Utilized Credit Facility as on .....	
		Description	(Rs. in Cr)	Description	(Rs. in Cr)
		Cash in Hand		Cash Credit	
		Cash at Bank		LC and BG	
		Fixed Deposits		Others (Pl Specify)	
		Total Liquid Assets		Total Un-Utilized Credit Facility	
		<b>Grand Total: Total Liquid Assets + Total Un-Utilized Credit Facility.</b>			

**Note:**

The above Table of the Bidder(s) to be certified by Chartered Accountant (CA). The date of position of Liquid Assets and Un-Utilized Credit Facility Schedule certified by Bank and CA should be same.

**FORM –T1: LETTER OF APPLICATION  
(On the Bidders Letter Head)**

[Location, Date]

To,

**The Executive Director,  
Southern Zone,  
Berhampur.**

**Sub: - Selection of Agency for Providing Security Service to Southern Zone, OPTCL.**

Dear Sir,

With reference to your Tender dated....., I have examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for the proposed service [Name of the Service]

1. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective original document. This Statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.
2. I shall make available to the Authority any additional information if any deemed necessary or required.
3. I acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I declare that:-
  - a. I have examined and have no reservations to the Tender Documents, including any Addendum issued by the Authority.
  - b. I do not have any conflict of interest in accordance with the prescriptions in the Tender Documents.
  - c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document.
  - d. I hereby certify that we have taken steps to ensure that in conformity with

the provisions of the Tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I agree and understand that the proposal is subject to the provisions in the Tender Document. In no case, shall I / we have any claim or right of whatsoever nature if the Assignment is not awarded to me / us or our proposal is not opened or rejected.
7. I agree to keep this offer valid for 180 (One Hundred Eighty) Days from the Bid opening date.
8. In the event of my firm being selected as the Contractor, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
8. I agree and undertake to abide by all the terms and conditions in the Tender
9. Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms in the Tender Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm Address

## FORM –T2: INFORMATION ABOUT THE BIDDER

### A. BIDDER ORGANISATION

1. State the Status of the Bidders Organization namely public Limited Company / Private Limited Company etc.

2. State the following

- Name of the Company:
- Country of incorporation :
- Registered Address :
- Year of Incorporation :
- Year of commencement of business :
- Principal place of business :
- GSTIN :
- PAN:
- Brief description about the Organization including details of its main lines of business:
  - a) Name :
  - b) Designation:
  - c) Address:
  - d) Phone No. :
  - e) Fax No. :
  - f) E-Mail Address:

3. Details of individual (s) who will serve as the point of contact / communication for AUTHORITY within the Company.

- a) Name:
- b) Designation:
- c) Address:



d) Telephone No. :

e) E-Mail Address:

f) Fax No. :

**FORM –T3: POWER OF ATTORNEY**  
(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED  
SIGNATORY

Know all men by these present, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [security Service].

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney) Attested.

**Notes:**

1. To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of

the Bidder.

4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the power of Attorney.

**FORM-T4: EXPERIENCE OF PROVIDING SECURITY SERVICES WORKS**

**Name of Bidder:**

A. Details of Projects Undertaken / completed for providing security service \_\_\_\_\_ during the last three years.

Sl. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Date of completion of assignment (for both completed and ongoing project)	Period of Service	Description of service provided	No of security personnel deployed/provided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**FORM –T5: EXISTING COMMITMENTS**

**Name of the Bidder:**

Current Contract commitments / works in progress

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which and unqualified, full completion certificate has yet to be issued.

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Period of Service	Description of service provided	No of security personnel deployed/pr ovided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**FORM – T6: ANTI COLLUSION CERTIFICATE**

**(On letter head of Bidder)**

1. We certify that this proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under , or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work.
  - (i) (a) Communicate to any person other than the Authority / or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the proposal was necessary to obtain premium quotations required for the preparation of the proposal.
  - (b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
  - (ii) Pay, give or offer to pay or give any sum of money or other valuable considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other proposal or proposed proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.
2. We further certify that the principles described in paragraphs (i) and (ii) above have been or will be, made on the basis of compliance with the above, principles by all parties.
3. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the OPTCL (Authority), that may impair the transparency, fairness and the progress of the security service process or to establish bid prices at artificial, non-competitive levels.
4. In this certificate, the work “person” includes any persons or anybody or association, corporate or unincorporated, “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not, and “the work” means the work in relation to

which this proposal is made.

Dated this .....Days of .....

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....

Date of receipt of request for proposal.....

**Financial Proposal Submission Form  
(On the letterhead of the Bidder)**

**[Location, Date]**

**To,**

**The Executive Director,  
Southern Zone,  
Berhampur.**

**Sub: Providing Security Services to Southern Zone, OPTCL.**

**Dear Sir,**

I, the undersigned, is pleased to provide offer for Providing Security Service to Southern Zone, OPTCL \_\_\_\_\_, in accordance with your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ and Technical Proposal. \_\_\_\_\_ Our Financial Proposal is Rs. \_\_\_\_\_ (In Words \_\_\_\_\_) for Annual deployment of Security Personnel Cost for first year of contract and is exclusive of Goods & Services Tax (GST) as payable under the law.

Our Financial proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the proposal, i.e. 180 days from the date of opening of the bid \_\_\_\_\_.

We understand you are not bound to accept any proposal you receive.

Yours Sincerely

Authorized Signature (In full and initials)

Name and Title of Signatory:

Name of the firm

Address:

**Part-II**

**SECTION – IV**

**PRICE BID**

**For Deployment of Security Personnel in OPTCL**

TENDER SPECIFICATION NO. OPTCL \_\_\_\_\_ Dated \_\_\_\_\_

1. Name of the Bidder:
2. Address of the Bidder:
3. Name of the Authorized person:

**A. Manpower**

		<b>Security Guards (Unarmed – Semiskilled)</b>
1	Total Number of deployment	<b>286</b>

**B. Cost**

	<b>Rate per person per month</b>		
1	Basic pay + VDA (refer Clause <b>1.20</b> )		
2	Employees Provident Fund (Employer Contribution as applicable) (refer Clause <b>1.48</b> )		
3	Employees State Insurance (Employer Contribution as applicable) (refer Clause <b>1.50</b> )		
4	Any other expenses		
I			
II			
5	Service charges (refer Section-IV)(BP+VDA) <b>(The service Charges must be quoted in the Range of 3.85% to 7% of Basic wages in line with Office Memorandum No. 19595 dated 11.07.2023 of Govt of Odisha, Finance Department)</b>		
6	GST as applicable		

7	<b>Total rate per person per month</b>		
8	<b>Grand Total (Total rate per person per month X Total number of security guards quoted above X12 months )</b>		

### UNDERTAKING

I Sri / Smt. \_\_\_\_\_ S/O, D/O \_\_\_\_\_ has personally gone through the scope, terms and conditions and well understood the requirements of the tender for the security services in Southern Zone, OPTCL and I am making the price quotation accordingly. I understand it is Firm & final and I will not seek any revision or change thereof.

Date: \_\_\_\_\_ Signature of authorized person

Place: \_\_\_\_\_ Full Name:

Address:

#### NOTES:-

1. The payment shall be made for each calendar month to the deployed security personnel after duly certified by the authorized person.
2. The payment of bonus, leave with wages and gratuity shall be made by the agency as per respective statutory labour laws (As amended from time to time) and the same will be reimbursed subject to submission of bills with supporting proof of documents.
3. The Wages quoted cannot be less the applicable Minimum Wages of Government of Odisha.
4. The contractors maintain proper records of his employee's attendance. Their payment of wages shall be made through bank credit by **10<sup>th</sup> of the succeeding month**. The Bank account particulars of all the contractors' employees shall be submitted to OPTCL, No Cash Payment is allowed.
5. The agency shall submit the copy of proof towards deposit of EPF & ESI contributions duly signed along with the invoice.
6. The contractor shall at its own cost extend workman insurance coverage compensation to their employees as may be required under relevant Acts.
7. **Good and Service Tax (GST) as per applicable rate shall be paid extra in accordance with the Rules on payment of GST as applicable.**
8. OPTCL shall pay the Service Charges at the accepted rate as quoted by the successful tenderer. The Agency shall arrange all other expenses i.e. Office expenses, Uniform, Torch, Dry Cells, Umbrella, Tax liability, Administrative overhead, overhead Operation etc. out of the paid Service Charges. Hence the agency is advised to quote the Service Charges accordingly.
9. Proper justification for the quoted value of the Service Charges is to be given by the Agency while bidding.
10. **The service charges shall not be less than 3.85 % of (BP+VDA) in line with Office Memorandum No 19595 dated 11.07.2023 of Govt of Odisha, Finance Department.**
11. OPTCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges (which is less than the minimum service charge as given under **Office Memorandum No 19595 dated 11.07.2023 of Govt of Odisha, Finance Department** ) that may apparently not cover and justify the legitimate expenses of the bidder including other overhead. Hence quoting of negligible amount by the agency towards Service charges shall be considered as irresponsible Bidder.
12. Risk & Cost: - In case the L-1 bidder does not take up the work/abandoned in between, OPTCL shall have the right to execute the work through another agency at the risk and cost of the

former with invocation of BG / forfeiture of Security deposit.

13. The Technical bids would first be taken into consideration by the Tender Evaluation Committee and only those bidders who qualify in the Technical bid would be considered for the Price Bids. In case the numbers of L-1 Bidder will be more than one, then there will be an evaluation for work allocation as per the recommendation of Corporation Authorities. The lowest bidder (L1) in the price bid would be preferred for award of Contract in case otherwise not unsuitable. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the Committee for negotiation for execution of work at L-1 rate. Corporation Authorities reserves the right to distribute the work amongst other Bidders at L-1 rate without assigning any reason to the Lowest Offered Agencies for smooth operation of security system in OPTCL.



## SECTION-V

### TERMS & CONDITIONS

#### **1.41 GENERAL TERMS AND CONDITIONS:**

1. General terms & conditions are as follows:
  - a. The Agreement shall commence **after the date of issue of offer of deployment order** and shall continue **till completion of One (1) year** from the date of agreement unless it is curtailed or terminated by the authority owing to deficiency of service, quality of manpower deployed, breach of contract etc. or change in requirements.
  - b. The Agreement shall **automatically expire** on completion of **One (1) year** from the date of agreement for engagement of the Security personnel unless extended further by the **mutual consent** of the **Bidder /Agency** and the **Authority of OPTCL**.
  - c. The Agreement may be **extended**, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period **mutually agreed** upon by the **Bidder / Agency** and the **Authority of OPTCL**.
  - d. The Bidder / Agency 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 permission** of the **Authority of OPTCL**.
  - e. The requirement of the Security personnel may further increase or decrease marginally, during the period of initial contract also and the Bidder / Agency would have to provide additional manpower services, if required, on the same terms and conditions.
2. The **Bidder / Agency** will be bound by the details furnished by it to the **Authority of OPTCL** while submitting the tender or at subsequent stage. In case, any of such documents furnished by the Bidder / Agency is found to false, it would be deemed to as **breach of contract & liable for legal action** besides **termination of the Agreement without notice and with forfeiture of Security Deposit**.
3. The **Authority of OPTCL** reserves the right to **terminate** the Agreement during initial period also after giving **two months'** notice to the **Bidder / Agency**.
4. The **Security personnel** deployed shall be required to **report for work** as per the direction issued by the **authorized officer of OPTCL**.
5. The **Bidder / Agency** shall nominate/authorize person who shall be responsible for immediate interaction with the **Authorized Officer** of OPTCL, where the personnel are to be deployed so that optimal services of the persons deployed could be availed without any disruption.

6. The entire financial liability in respect of **Security personnel** deployed in the **Grid SSs/field offices/Stores under Southern Zone, OPTCL**, will in no way be **liable to OPTCL**. It will be the responsibility of the **Bidder /Agency** to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and **adduce such evidence on monthly basis** as may be required by the **Authority of OPTCL**.
7. For all intents and purposes, the **Agency** shall be the **“Employer”** within the meaning of different Rules & Acts in respect of **Security personnel** so deployed. The persons deployed by the **Bidder / Agency** shall **not have any claim** whatsoever like employer and employee relationship against the **Authority of OPTCL**.
8. The **Bidder / Agency** shall be solely responsible for the **redressal of grievances or resolution of disputes** relating to **Security personnel**. The **Authority of OPTCL** shall, in no way, be responsible for settlement of such issues whatsoever.
9. The **Authority of OPTCL** shall not be **responsible** for any financial loss or any injury to any **Security personnel** deployed by the **Bidder / Agency** in the course of their **performing the functions/duties, or for payment towards any compensation**.
10. The agency shall ensure that the security personnel deployed is healthy and as per eligibility criteria. The agency will get their antecedents; character and conduct of individual security personnel verified by respective local police before deployment and shall produce the same **before the Executive Director, Southern Zone, OPTCL, Berhampur**.
11. The **Security personnel** deployed by the **Bidder / Agency** shall **not claim** nor shall be **entitled to pay, perks and other facilities admissible to regular / confirmed employees** during the currency or after expiry of the Agreement.
12. In case of **termination** of this **Agreement** on its expiry or otherwise, the **Security personnel** deployed by the **Bidder / Agency** shall **not be entitled to and shall have no claim** for any **absorption** in regular or other capacity.
13. The **Security personnel** deployed shall **not claim** any **benefit or compensation or absorption** with the **Authority of OPTCL** under the provision of rules and Acts. **Undertaking** from the **person deployed** to this effect shall be required to be submitted by the **Bidder / Agency**.
14. The **Bidder / Agency** must be **registered** with the concerned Govt. Authorities, i.e. **Home Department, Provident Fund Authorities, Employees State Insurance Corporation etc.**, and a copy of the registration should be submitted. On award of the contract, the **Bidder / Agency** shall comply with all the legal requirements for obtaining License under **Contract Labour (Regulations and Abolition) Act, 1970** at his own part and cost.
15. The **Bidder / Agency** shall provide a substitute well in advance if there occurs any probability of the Security personnel leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Bidder / Agency. The Bidder / Agency shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
16. The **Security personnel** deployed by the **Bidder /Agency** should have **good police records and no criminal case should be pending against them**.

17. The **Security personnel** deployed should be **polite, cordial and efficient** while handling the assigned work and their actions should promote good will and enhance the image of the OPTCL. The **Bidder /Agency** shall be **responsible for any act of indiscipline on the part of the Security personnel** deployed.
18. The agency shall neither deploy nor withdraw any security personnel at any time without approval of **O/o Executive Director, Southern Zone, OPTCL, Berhampur**. In case of separation of any existing security person due to resignation / termination / death or any other reason whatsoever the same needs to be substituted as per eligibility criteria.
19. A senior level representative of the Agency shall visit the site of deployment at least fortnightly/monthly and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Unit Heads and Officer- in - charge security for mutual feedback regarding the work performed by the personnel deployed and for removal of deficiencies, if any, observed in their working. Such mutual feedback must be documented diligently.
20. The **Bidder / Agency** shall also supply **other equipment** to the **Security personnel** at its **own cost and expenses**.

#### **1.42 PAYMENT TERMS:**

- i. The agency shall maintain proper records of his security personnel attendance. A copy of the duty rotation duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice. However ESI contribution may be applicable if the work place is covered / notified under ESI. If ESI is not applicable in the particular work place Insurance coverage under Employee Compensation Act, 1923 shall be insured.
- ii. The agency shall maintain statutory register, submit return to the appropriate authority etc.
- iii. The wage of all security personnel deployed by the agency at various locations shall be made through Bank only and credited by **10<sup>th</sup> of the succeeding month**. The Bank Account particulars of all the security personnel shall be submitted to respective unit head.
- iv. The agency will keep OPTCL indemnified against any claims / disputes arising between the agency and its Security personnel deployed at various locations. The agency and the Security personnel shall not be permitted to involve themselves in any type of strike, rally, *bandh* or *dharana* held during the contract period and in the event of any such involvement of the Security Agency and their Security personnel in such activities, action will be taken against the agency like removal of the agency from the list of the security providers/such security employees will not be taken further on duty / contract will be terminated and consequential forfeiture of bid security already deposited against the contract.

- v. The agency shall submit a detailed check list and certificate along with each bill to the effect that payments have been made to the security personnel as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the agency has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution and service tax / GST of preceding month to the concerned authority along with bills. Documentary proof of EPF, ESI contribution should be in individual name of security personnel. It is the responsibility of the security agency to issue wage Slip to the security personnel with full details in all respect as specified for the month they claimed for the payment.
- vi. The agency shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same.
- vii. **There would be no increase in rates payable to the AGENCY during the Contract period except reimbursement of the incremental wages, statutory dues & taxes paid by the agency consequent upon revision of wages, statutory dues & taxes by the appropriate Government.**
- viii. The agency shall be solely liable for all payment / dues of the security personnel employed and deployed by them. The agency shall fully indemnify the OPTCL of the concerned units against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non- compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work premises.
- ix. The agency shall submit their Tax invoice as per the check list and certificate along with each Tax invoice to the effect that payment have been made to the employees as per the approved rate of wages, acquaintance roll and all Labour Laws / obligations have been complied.
- x. The agency has to submit adequate documentary proof of payment of wages through Bank depositing EPF, ESI contribution and GST of preceding month to the concerned authority along with bills. Documentary proof of EPF, ESI contribution should be in individual name of security personnel. The agency will submit an affidavit that they have deposited the EPF and ESI Contribution of actual numbers of personnel in concerned authorities mention in the bill and all the security personnel have been issued with Wage Slip with full details in all respect as specified for the month they claimed for the payment.
- xi. The agency shall completely filled up the **Check List for Statutory compliance** (as enclosed) and submit along with the bill.
- xii. The agency shall submit professional tax challan and list, if applicable.

**CHECKLIST FOR STATUTORY COMPLIANCES BY THE AGENCY**

**Name of the Contractor / Agency: - M/S**

**Location:**

**Work Order No. :**

**Bill for the month of :**

**Invoice No & Date:**

**Amount Claimed:**

Sl. No.	Description	Status (Yes / No)	Remarks
01	Labour License (Form -VI),(Validity & Date ) with License No.		
02	License Strength / Deployment Strength	LS: /DS:	
03	Muster Roll (Form – XIV of Orissa CL (R&A) Rules 1975 )		
04	Wage Sheet (Form – XV of Orissa CL (R&A) Rules 1975 )		
05	Actual Man days in the Bill		
06	Minimum Wages Payment		
07	EPF Contribution payment with Transaction ID No. (Wage month & Return month)		Date:
08	ESIC Contribution Payment with Transaction ID No. (Wage month & Return month)		Date:
09	Individual ESIC Nos. list along with payment details duly certified by the contractor along with downloaded statement from ESIC site (ECR).		
10	Individual EPF Nos. list along with Payment details duly certified by the contractor along with downloaded Statement from EPF site (ECR).		
11	Accident / Theft Report (if any)		
12	Details of wage processed and payment mode		
13	(A) No. of Outsourced employees' Wages Processed		
	(B) No. of outsourced employees paid through Bank		Date:
	(C) No. of Outsourced employees' Wages not paid with reason		Date:
	(D) Acknowledgement copy of Bank Statement		
	Un-Paid Wages list – Last month		
14	National Holidays payment as and when it falls		
15	Insurance coverage (G_AP-5lacs)		

Certified that the under signed is solely liable for all payment / dues of the security personnel and timely complied deposit of Statutory Contribution of EPF & ESI against the guards deployed at \_\_\_\_\_ OPTCL during the month & year of \_\_\_\_\_.

**Signature with seal**

**MD / Owner of the Agency**

**Countersigned by concerned  
Unit Head/Officer**

### **1.43 LEGAL:**

#### **Labour License:**

- i. Before execution of work the agency / contractor shall obtain License in **Form-VI under Rule 25 (1) of The Orissa Contract Labour (R &A) Rules 1975.**
- ii. Agency/contractor shall apply for **Form-V** to OPTCL for obtaining valid labour license from appropriate government (state Govt.) and submit the same immediately.
- iii. In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall notify the change in the number of workmen to licensing officer and obtain amended license accordingly.

#### **1.44 Insurance:**

Insurance of each security guard and compensation policy as per Employees Compensation Act, 1923 is a must where ESI is not applicable, which shall be ensured by the Agency and indemnify OPTCL for any liability to pay compensation.

#### **1.45 Appointment Related:**

- i. The Agency shall submit the following to the **Executive Director, Southern Zone, Berhampur** of OPTCL:
  - The detail profile of the security personnel to be deployed.
  - Character & Antecedent certificate issued in **form-VII (under Orissa Private Security Agencies Rules, 2021.)**
  - Copy of employment card issued by contractor / agency to his own worker. (**Form X as per Rule 75 (1) of Orissa Contract Labour (Regulation and Abolition) Rules, 1975.**)
- ii. After submission of documents the contractor shall issue photo identity card to the employee and submit the list to Zonal Executive Director, Southern, Zone, OPTCL, Berhampur.
- iii. The Agency shall maintain a register of persons employed by him in the format prescribed under **Rule 74 of Orissa Contract Labour (Regulation and Abolition) Rules 1975.** A copy of this format is attached in **Annexure- B (Form IX).**

#### **1.46 Attendance and Payment of Wages:**

- i. Contractor should maintain attendance register by recording daily attendance duly signed by both Agency / contractor and workmen / guard in **form XII, muster roll under Orissa CL (R&A) Rule, 1975.**
- ii. Statement of Wages of worker / guard deployed by him/her in **form XIII** under **Orissa Contract Labour (Regulation and Abolition) Rule, 1975.**
- iii. The Agency shall issue wages slip in **Form XV under Rule 77 (2) of Orissa CL (R&A) Rule, 1975** at least a day prior to disbursement of wages.
- iv. The Agency shall make payment to his employees before the expiry of **10<sup>th</sup> day** after the last day of the wage period in respect of which the wages are payable, through bank account for better and smooth disbursement of wages.
- v. Payment of wages to the security personnel by the agency is no way linked with the release of pending bills of the contractor / agency by OPTCL.

#### **1.47 Provident Fund:**

- i. The Agency shall get independent EPF code before deployment of the guards against work contract.
- ii. The Agency shall allot PF account number, UAN number and get the nomination form, duly filled in, from each guard deployed by him at the time of joining.
- iii. In case the guard already has PF account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner Office.
- iv. After termination of the guard, the agency shall provide due assistance to the guard for withdrawal of PF amount, when due.
- v. The EPF contribution in respect of any employee shall be deposited on or before **15<sup>th</sup> day** of the following month in which the wages fall due or as and when amended. The existing wage limit for coverage under **EPF & MP Act, 1952 is Rs. 15,000/-**.

#### **1.48 Contribution:**

- i. Present Rate of **Employee's Contribution- 12%** of Basic Wages paid or as and when amended.
- ii. Present Rate of **Employer's Contribution – 13%** (including administrative charges) of Basic Wages paid or as and when amended.
- iii. The Agency shall submit annual returns in **Form- 6A and Form- 3A**, prescribed under statutory **EPF Scheme 1952**, in respect of each guard deployed by him with a copy to Executive Director, Southern Zone, OPTCL, Berhampur.

#### **1.49 Employees State Insurance:**

- i. The agency should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- ii. At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- iii. The agency shall facilitate collection of ESI cards for the insured persons.
- iv. As applicable by Government, existing wage limit for coverage under **ESI Act, 1948 is Rs. 21,000/-**.
- v. The ESI contribution in respect of any employee shall be deposited on or before **15<sup>th</sup> day** of the following month in which the wages fall due or as and when amended.

#### **1.50 ESI contributions:**

- i. **Employee: 0.75% of Gross Wages or as and when amended.**
- ii. **Employer: 3.25% of Gross Wages or as and when amended.**
- iii. **The Agency shall submit annual returns in Form-6 prescribed under ESI Scheme 1952, of guards deployed by him with a copy to Executive Director, Southern Zone, OPTCL, Berhampur.**

#### **1.51 The other statutory payments:**

The Agency shall pay other statutory dues like Leave Encashment, Bonus, Gratuity, Maternity

benefit etc. as per provision of respective Acts & Rules upon payment of the amount to their employees, the same shall be reimbursed by OPTCL to the agency.

**1.52 The contractor shall produce the following Registers and forms as per Orissa contract Labour (R&A) Rules, 1975 for verification to the Executive Director, Southern Zone, OPTCL, Berhampur.:**

- a) Form IX- Register of Workmen employed by the agency/contractor. (Rule 74)
- b) Form X- Employment Card issued by agency/contractor. (Rule 75)
- c) Form XII- Register of Muster Roll. (Rule 77(2)(a))
- d) Form XIII- Register of Wages. (Rule 77(2)(a))
- e) Form XV- Wage Slip. (Rule 77(2)(b))
- f) Form XVI- Register of deduction for damages or loss. (Rule 77(2)(d))
- g) Form XVII- Register of fines. (Rule 77(2)(d))
- h) Form XVIII- Register of advances. (Rule 77(2)(d))
- i) Form XX- Return to be sent by the agency to licensing officer. (Rule 81) (1)

**1.53 Bonus:**

The agency shall be liable to pay statutory bonus under **Payment of Bonus Act, 1965** and rules made there under as applicable for such contracts, the same shall be reimbursed by OPTCL to the agency.

**1.54 Leave with wages to their employees:**

- i. Guidelines as per **Orissa Contract Labour (R&A) (Conditions of Service) Rules 1975** shall be strictly adhered with regards to crediting / availing of leave of absence. Register as prescribed under said rules shall be maintained by the agency / contractor.
- ii. Payment of Leave with wages shall be allowed to security personnel as per the provisions contained in above Rules.

**1.55 National Holidays:**

- i. Every workmen employed by the agency / contractor shall be entitled to **4 National holidays** with wages which shall include **26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August & 2<sup>nd</sup> October.**
- ii. A workmen would be entitled to the National Holidays if he has put at least 15 days of work during the calendar year and has been on roll a day prior to the holiday as below:
  - (a) Twice the wages, or (1 day wage for such day and 1 day wage for NH) or
  - (b) Wages for such day and to avail himself of a substituted holiday with wages on one of the seven days immediately after the day on which he so works.
- iii. The persons who are absent on that day will get wages for such day only.

**1.56 Other terms and conditions under Legal Provisions:**

- i. OPTCL shall not be liable for any compensation whatsoever in the case of accident/ injury to the person employed by the agency. Agency shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the agency and shall indemnify OPTCL for



- any liability to pay under any applicable acts or rules and furnish duly signed indemnity bond (in **Annexure F**).
- ii. OPTCL will not, in any manner be responsible for any act, omission or commission of the guards by agency and no claim in this respect will lie against OPTCL. If such claim is made against OPTCL by any guard or his heirs engaged/employed by the agency, which OPTCL is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the guards of the Agency working at OPTCL premises or otherwise, the agency will be liable to indemnify/reimburse OPTCL all the money paid in addition to the expenses incurred by him. The agency must indemnify and keep indemnified OPTCL against all losses and claims for injuries or damage to any person or property whatsoever which may arising out of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
  - iii. The agency will comply with all provisions regarding licensing, welfare and health, procedure, maintenance of various records and register etc., as provided under the **Contract Labour (R&A) Act, 1970**, rules amendments, orders, notifications there under issued by the appropriate government from time to time. For non-compliance of any provisions, statutory compliance under law, the agency shall be responsible for penalties levied by the appropriate authority under the Acts. The Agency shall be liable to comply with the following Acts:
    - Minimum Wages Act, 1948
    - Payment of Bonus Act, 1965
    - Factories Act, 1948
    - Employees Compensation (Amendment) Act, 2017 (Erstwhile Workmen Compensation Act, 1923)
    - Payment of Gratuity Act, 1972
    - All other statutory provisions related to contract labour.
  - iv. The Security activities shall be supervised by the agency or any authorized representatives on day to day basis.
  - v. The Agency shall compensate OPTCL for any loss or damage to the property, material of OPTCL due to his guards / representatives negligence or otherwise during execution of work.
  - vi. Security deposit will be released on submission of following certificates from departments mentioned as under:
    - Completion of work and certification of payment of minimum wages to employees from contracting department.
    - Certificate of compliance of labour laws from contracting department and verified by HR and Finance officers of Southern Zone, OPTCL, Berhampur.
    - Certificate of payment of bonus by contracting department and verified by HR and Finance officers of Southern Zone, OPTCL, Berhampur.
    - No dues certificate from contractor regarding GST payment & any other dues liable to be remitted by agency under Financial Laws, from Finance Department.

- In case of non-satisfactory performance of the agency, OPTCL shall have the right to forfeit the security deposit. In case of any dispute decision of concerned Head of the department shall be final.
- vii. The **Tax deduction** at Source (**T.D.S.**) shall be done as per the provisions of Income Tax Act/Rules, as amended, from time to time and a certificate to this effect shall be provided by Unit Heads of OPTCL where the Security personnel are to be actually deployed.
- vii. Tax deduction under GST shall be made as applicable.
- ix. In case, the **Bidder / Agency** fails to **comply** with any liability under appropriate law, and as a result thereof, the Authority of OPTCL is put to any loss / obligation, **monetary or otherwise**, the **Authority of OPTCL** will be entitled to **get itself reimbursed** out of the **outstanding bills** or the **Security Deposit** of the **Bidder / Agency**, to the extent of the loss or obligation in monetary terms.
- x. The **Bidder / Agency** shall also be **liable** for **depositing** all taxes and statutory dues etc. on account of service rendered by the Agency to the **concerned tax collection and statutory authorities**, from time to time, as per the rules and regulations in the matter. Self-attested photocopies of such documents shall be furnished by the firm/agency to the concerned **Authority of OPTCL**.
- xi. The **Agreement** is **liable to be terminated** because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The **Authority of OPTCL** will have no liability towards non-payment of remuneration to the Security personnel deployed by the Bidder / Agency and the outstanding statutory dues of the Bidder / Agency to statutory authorities. If any **loss or damage** is caused to the **Authority of OPTCL** by the **Security personnel** deployed, the same shall be **recovered** from the **unpaid bills or adjusted** from the **Security Deposit**. In the event of loss is more than the Security Deposit and unpaid Bills, the Bidder / Agency shall be liable to pay the excess amount.
- xii. Any dispute or difference arising out of or in course of the Contract, may be referred to the sole **Arbitrator** to be appointed by the **CMD, OPTCL, Janpath, Bhubaneswar-751022** and his decision in the matter on the dispute shall be final and binding to both the parties.
- xiii. The following documents should be submitted while submitting the bills every month:
  - a) Invoice in triplicate mentioning the Order No. and date of OPTCL for such engagement with certificate regarding wage remittance within **10<sup>th</sup> of the succeeding month**.
  - b) Copy of ECR (Electronic Challan-cum-Return) of the EPF &ESI deposited for previous month & transaction ID nos.
  - c) Statement of attendance (**Form XII** as per Rule 77 (2) (a) of Orissa Contract Labour (Regulation & Abolition) Rules, 1975) with certification of Authorized Officer of OPTCL.
  - d) Wage summary (in **Form XIII** as per Orissa Contract Labour (Regulation & Abolition) Rules, 1975) (Rule 77(2) (a) indicating details of the person engaged (name, wage paid, PF account No, ESI ID No, PF & ESI deposited for the month along with documentary evidence for payment of wages with certification of both agency / contractor and authorized signature of OPTCL).

The contractor / Agency shall also submit the following documents via Email to the concerned D.D.O for verification and records. :

1. Monthly return of ECR (P.F deposit) in PDF format & transaction ID regarding successful deposit of EPF dues.
2. Monthly return of ECR (ESI deposit) in PDF format & transaction ID regarding successful deposit of ESI dues.

In case of any discrepancy observed in the bill the same shall be intimated to the agency thereafter the agency will be **given fifteen days' time** to resubmit the bill / correct / comply the non-compliances.

- xiv. **The agency shall have no claim** whatsoever against **OPTCL** for any loss / damage caused to the contractor / Agency by reasons of **war, riot, commotion, disturbance, pestilence, epidemical sickness, strike, lockout, earthquake, fire, storm, flood, explosion or any change in the nature, breakdown of plant or machinery for whatever reasons.**
- xv. **The contractor / Agency** shall resume the work as soon as such accountability has ceased to exist of which the Management of OPTCL shall be the sole judge. If the performance in whole or part any terms / obligations under the contract is prevented or delayed by any such eventuality for a period exceeding **seven days**, the contract may be terminated at the discretion of the executants of **OPTCL**.

#### **1.57 Price Reduction Schedule:**

If the service provider fails to provide uninterrupted service specified in the contract including any time extension granted thereto, OPTCL shall recover from the service provider by way of price reduction schedule as per the followings:

- i. **Non-compliance of applicable statutory Provisions:** The Agency will be levied price reduction schedule in case of non-compliance of provisions of various statutory Acts / Rules / Guidelines governing such contracts and engagement such as the Employees Provident Fund and Miscellaneous Provisions Act 1952, the Employees' State Insurance Act 1948, the Payment of Wages Act 1936, the Minimum Wages Act, 1948, the Workmen's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970 etc. at the penal rates stipulated in the respective Acts.
- ii. **Supply of requisite Manpower:** The Agency will be levied price reduction schedule for effective man-hour loss i.e. failure in arranging requisite manpower for requisite period for requisite service. Such price reduction schedule will be charged at double the rate of wages of the applicable category of manpower for the duration of the man hours lost.
- iii. **Delay in Payment of wages: In case of non-payment of wages to the Security Guards by the Agency within 10<sup>th</sup> day of wage / salary period, OPTCL will deduct a penalty @ 5% of the total monthly service bill of the agency.**
- iv. The agency must ensure that no deductions, other than those permissible by law, are made from the wages of the Security Personnel and appropriate amounts of ESI and PF contributions are paid to the concerned authorities. In case of non-adherence to this provision, the Service Charges in respect of the concerned Private Security Guard (s) for that / those month(s) will not be paid to the agency. Repetition of such acts for three occasions may

lead to termination of contract for default for that particular unit or all the units under the concerned Controlling Office or the contract as a whole.

- v. **Loss of Materials:** The Agency or his employees, while performing his service utilizing the goods supplied by OPTCL, should ensure that the goods, accessories, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by them and the Agency shall be responsible for acts of commission, omission and unlawful activities on the part of his staff. In case of any loss that might be caused to OPTCL due to lapse on the part of the Private Security Guards discharging security responsibilities will be borne by the Agency and in this connection, OPTCL shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to OPTCL.
- vi. **Theft / Pilferage:** In case of any theft or pilferages, loss or other offences occurred, then the OPTCL shall have the right to deduct appropriate amount from the bills / performance security deposit of the agency to make good the loss to OPTCL and / or impose suitable penalty, as deem fit.
- vii. **Non Supply or non-use of Uniform and Accessories:** In case of failure on the part of the agency to arrange Photo Identity Cards, uniform and other accessories to the Security Guards or if the latter are found not using them, no payment will be made against the performance of duties on those days by those Guards.
- viii. **Confidentiality:** Any violation of confidentiality of OPTCL business matters may attract penal actions against the agency as may deem fit and in commensurate with the loss incurred by OPTCL.
- ix. The Agency shall be solely liable for all payment / dues of the personnel employed and deployed by it. The Agency shall fully indemnify OPTCL 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 OPTCL premises / facility.

**1.58 Right of OPTCL:**

- a) The Management of OPTCL will have every right to ensure that the wages are disbursed to the workmen / employees of the Agency through Aadhar Linked Bank Account (ECS).
- b) The Management of OPTCL, shall also have the right to recover / deduct from any money due to the Agency, any sum required or estimated to be required for making good the loss suffered by a workers by reason of non-fulfilment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not authorized or justified by the terms of the contract or non-observance of the Rules, Regulations and / or by way of fulfilment of any obligations on the part of the Agency for strict observance of the statutory provisions of the aforesaid laws.
- c) If the Management of OPTCL or any authorized person or any officer acting on his behalf demands the removal of any of the Security Guards, the Agency shall do so forthwith. The **decision of the Executive Director, Southern Zone, OPTCL, Berhampur** shall be final &

binding on the Agency and OPTCL shall in no way be liable for any consequences of such removal for which the Agency will be fully responsible.

- d) The decision of OPTCL in regard to interpretation of the Terms & Conditions of the order and the Agreement shall be final and binding on the Agency.

## SECTION-VI

### DOCUMENTS TO BE SUBMITTED BY THE BIDDERS

#### DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

##### Technical Bid:

1. Cost of tender paper in shape of demand draft / NEFT / RTGS only.
2. Bid Security (EMD) in the shape of Bank Guarantee (Annexure-G) / Demand draft
3. Attested copy of registration certificate of Agency / Firm / Company registered under The Companies Act,2013;
4. Certified copy of the statement of bank account of agency for the last three years;
5. Attested copy of PAN / GIR Card;
6. Attested copy of the latest IT return filed by agency;
7. Attested copy of GST registration certificate;
8. Attested copy of the E.P.F. registration letter / certificate;
9. Attested copy of the E.S.I. registration letter / certificate;
10. Certified documents in support of the financial turnover of the agency;
11. Attested copy of the License obtained from the Home Department;
12. Certified documents in support of entries in Technical Bid;
13. Copy of the Tender Document with each page duly signed and sealed in each page by the authorized signatory of the Bidder / Agency in token of their acceptance;
14. Annexure D, E and F;
15. Performance certificate and **No Due Certificate** obtained from Circle / Division Heads of OPTCL; (If the agency has supplied manpower / security guards to OPTCL earlier)
16. Power of Attorney / authorization for signing the bid documents (in Form-T3);
17. An undertaking regarding blacklisting of the Firm / Company and on criminal case criminal case pending against the Director of the firm / Company / Agency participating in the tender.(Annexure – C in the letter head of bidder);
18. Evidence of availability of training facility and service equipment and gadgets;
19. Letter of application on the Bidders letter head in Form-T1;
20. Information's about the Bidder in Form-T2;
21. Experience of providing security services work in Form-T4;
22. Existing Commitments in Form-T5;
23. Anti-collusion certificate in Form T-6;
24. Reverse Auction Process Compliance Form (Annexure-I);
25. License in Form-IV under OPSA Rules 2021.
26. Performance Certificate issued in the Letter Head of the concerned Organization from three (03) Govt. / PSU/reputed Organization to be attached. If engaged in OPTCL, the performance /**No Due certificate** from Circle Heads/ Division Heads of OPTCL to be attached.
27. Copy of Supporting work order for having three(03) years' experience in providing minimum 300 Security personnel in a year and out of which minimum 100 Security personnel should be in a single contract in Government Departments, Public Sector

- Undertaking, reputed corporate, organization, and Autonomous body etc.
28. Bank Details along with IFS Code, Branch Code, RTGS details along with a cancelled crossed cheque.
  29. Solvency certificate obtained from the respective Revenue Officer / Nationalized / Scheduled Commercial Bank.
  30. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilized credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) within one Month prior to the date of Tender opening.
  31. Certificate for providing Training Facility to the Security Guards.

**OTHER MANDATORY REQUIREMENTS:**

In addition to the above qualifying criteria, following shall also be complied with for Technical eligibility;

- i. The bidder shall fulfill the requirement of e-tendering process.
- ii. **All bids must be accompanied by a Tender Paper Cost, Bid Security (EMD) in shape of BG/DD and proof of deposit of Tender processing Fees strictly as per the tender requirement and the same shall be delivered to the OPTCL on or before the schedule date & time of opening of the Technical Bid.**
- iii. The bidder must ensure that the bids are received in the specified e-Tender Portal of OPTCL by the date and time indicated in the Tender notice.
- iv. The above stated requirements are a minimum and OPTCL reserves the right to request for any additional information and also reserve the right to reject the Proposal of any Bidder, if in the opinion of OPTCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.
- v. Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- vi. The bidder must furnish Affidavit in the prescribed format to the effect that the documents and information furnished by them in its bid offer in respect of the said tender are true and correct.

**Filling & KEY-IN of the Schedules (XLS) in the e-Tender Portal of OPTCL:** Following are the schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format in the [www.tenderwizard.com / OPTCL](http://www.tenderwizard.com / OPTCL) portal.

**Technical Bid –Part-I:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Schedules in XLS format</b>
1	Bidders information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Details of Experience	Schedule-III
4	Financial Qualification	Schedule-IV

**Price Bid –Part-II:**

Following are the price schedules in .XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format and to be uploaded on the official web-site of the OPTCL: [www.tenderwizard.com / OPTCL](http://www.tenderwizard.com / OPTCL).

1	Price Bid	Schedule-I
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**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF  
SECURITY PERSONNEL**

1. List of Manpower shortlisted by the Bidder / Agency for deployment with OPTCL containing full details i.e. date of birth, blood group, marital status, address, educational Qualification, PF UAN number, ESI IP number, photograph, ID proof (Aadhar Card) etc. in soft & hard copy.
2. The details of standard pattern of Uniforms (Summer, Winter and Rainy) supplied By the Bidder / Agency.
3. Copy of Certificate in **Form No. IV (under Odisha Private Security Agencies Rule, 2021)**.
4. Character and Antecedent Certificate in **Form No. VII (under Odisha Private Security Agencies Rules, 2021)**.
5. Copy of the License in **Form-VI under Rule 25 (1) of the Orissa Contract Labour (R&A) Rules, 1975**.
6. Copy of 1<sup>st</sup> page of S/B account of each security personnel.
7. Valid EPF & ESI registration certificate.
8. Issue of Id-card to all the security guards engaged.
9. Notice of commencement to appropriate statutory authority.

## SECTION-VII



# ଓଡ଼ିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଟି.

ODISHA POWER TRANSMISSION CORPORATION LIMITED  
OFFICE OF THE EXECUTIVE DIRECTOR, SOUTHERN ZONE, BERHAMPUR

Email: [zone.berhampur@optcl.co.in](mailto:zone.berhampur@optcl.co.in)

CIN – U40102OR2004SGC007553

### 1) e-Reverse Auction is hereby incorporated in the referred tender as follows:

#### STRATEGY FOR E-REVERSE AUCTION

1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"

#### 2) Procedure for electronic Reverse Auctioning (e-RA):

5	<p>a. The e-RA shall be conducted on <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms &amp; Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IB). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date &amp; time of opening of the e-RA.</p> <p>The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes &amp; Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e-RA. (e.g., If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p>

	<p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).</p> <p>Rank of bidders would be displayed as per the total cost to OPTCL, i.e., including Taxes and Duties payable by OPTCL as per the provisions of the bidding document &amp; after e-RA process is over.</p>
7	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p> <p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes &amp; duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. <b>The reverse auction period shall be unlimited</b> and the initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time. If any fresh lower bid is received in last ten minutes of initial auction period or extended auction period, the auction shall get extended automatically for another 10 minutes. In case, there is no bid received during schedule/extended slot, the auction shall get closed automatically without further extension.</p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>
8	<p>After conclusion of e-Reverse Auction i.e., (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .</p> <p>Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</p> <p>The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</p> <p>During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p>

OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

**Executive Director  
Southern Zone**

FORM X

(See Rule 75 of Orissa Contract Labour Rules, 1975)

Employment Card

Name and Address of Agency/Contractor: \_\_\_\_\_

Nature of Work and Location of work: \_\_\_\_\_

Name and address of Establishment  
In/under which contract is carried on: \_\_\_\_\_

Name and address of Principal  
Employer : \_\_\_\_\_

1. Name of the workman: \_\_\_\_\_

2. Serial No. in the register of workmen employed: \_\_\_\_\_

3. Nature of employment/designation: \_\_\_\_\_

4. Wage Rate (with particulars of unit): \_\_\_\_\_

5. Wage \_\_\_\_\_ Period: \_\_\_\_\_

6. Period of Employment: \_\_\_\_\_

7. Remarks: \_\_\_\_\_

Signature of Agency/Contractor

**FORM IX****(See Rule 74 of Orissa Contract Labour Rules, 1975)****Register of workmen employed by agency**

Name and address of Agency/Contractor: \_\_\_\_\_

Name and Location of work: \_\_\_\_\_

Name and address of Establishment  
In/under which contract is carried on: \_\_\_\_\_

Name and address of Principal Employer: \_\_\_\_\_

Sl. No.	Name and Surname of Workmen	Age and Sex	Father's/ Husband's Name	Nature of employment /designation	Permanent home address of workmen (village and Tahasil/Taluk and District)	Present Address	Date of commencement of employment	Date of termination of employment	Signature or thumb impression of workmen	Reason for termination	Remarks

SELF-DECLARATION–NO BLACKLISTING

(Date:            )

To,  
The Executive Director,  
Southern Zone,  
OPTCL,  
Berhampur

Dear Sir/Madam,

Ref: Tender for Selection of Security Agency for providing Security service to Southern Zone,  
OPTCL

In response to the Tender Document for Selection of Security Agency for providing Security  
service to Southern Zone, OPTCL

I/We hereby declare that presently our Company/ firm/Agency \_\_\_\_\_ is  
having unblemished record and is not declared ineligible for corrupt & fraudulent practices either  
indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous  
Body. We further declare that presently our Company/ firm/Agency \_\_\_\_\_ is not  
blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent  
practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid  
Submission. If this declaration is found to be incorrect then without prejudice to any other action  
that may be taken, my/ our **earnest money deposit/security deposit** may be forfeited in full and  
the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signature of authorized person

Date:

Full Name:

Place:

Seal:

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No:

To

The Executive Director,  
Southern Zone,  
Berhampur,

Dear Sir,

**Subject: Authorization for attending bid opening on..... (Date) in the Tender for Selection of Security Agency for providing Security service to OPTCL (tender No:.....)**

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

Order of Preference Name	Specimen Signature
1.	
2.	

(Specimen Signature duly attested)  
Officer authorized to sign the bid documents on behalf of the bidder

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.



## INDEMNITY BOND

THIS INDEMNITY BOND is made this .....day of .....,20 by \_\_\_\_\_(herein after called as "Security Agency" which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act,1956/2013, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha and having its offices throughout the State of Odisha (herein after called "OPTCL" which expression shall include its successors & assigns). We, \_\_\_\_\_ having a registered office at \_\_\_\_\_ have entered into a contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated \_\_\_\_\_ to provide Security Personnel on outsourcing basis for different offices of SOUTHERN ZONE, ODISHA POWER TRANSMISSION CORPORATION LIMITED situated throughout Odisha. We do hereby indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the ODISHA POWER TRANSMISSION CORPORATION LIMITED, by any party, employee(s) or Security Personnel provided by us, on account of any delay, default, lapse, error or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time. We further undertake to indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, against any claim/compensation arising out of any non-payment or short payment of remuneration or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the persons engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

For and on behalf of \_\_\_\_\_,

Authorized Signatory

Witness

1. Signature:

2. Name:

3. Address:

1. Signature

2. Name:

3. Address:

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR  
SECURITY DEPOSIT PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed this \_\_\_\_\_ day  
of \_\_\_\_\_ by us the \_\_\_\_\_ Bank at  
\_\_\_\_\_  
P.O. \_\_\_\_\_ P.S. \_\_\_\_\_  
District \_\_\_\_\_ State \_\_\_\_\_

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. \_\_\_\_\_ Date \_\_\_\_\_ [hereinafter called "The Agreement"] on M/s. \_\_\_\_\_

[Hereinafter called "The Security Agency"] which shall include its successors & assigns for providing Security service.

AND WHERE AS the Security Agency has agreed to provide Security service to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the Security Agency from making payment of Security [2] to release 100% payment of the cost of service as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Security Agency to the OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the Security Agency from making payment of Security [2] releasing 100% payment to the Security Agency and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the \_\_\_\_\_ [Bank][hereinafter referred to as 'the Bank'] do hereby undertake to pay to the OPTCL an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said The Security Agency [s] of any of the terms or conditions contained, in the said agreement.

2. We the ( \_\_\_\_\_ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said The Security Agency [s] of any of the terms or conditions, contained in the said agreement or by reason of The Security Agency's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_]

3. We the \_\_\_\_\_ Bank} also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by The Security Agency [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Security Agency [s] shall have no claim against us for making such payment.

4. We, ( \_\_\_\_\_ Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till EXECUTIVE DIRECTOR, SOUTHERN ZONE, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said The Security Agency [s] and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the [Date \_\_\_\_\_], we shall be discharged from all liability under this guarantee thereafter.

5. We, ( \_\_\_\_\_ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said The Security Agency [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said The Security Agency [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said The Security Agency [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and The Security Agency [s].

7. We, [ \_\_\_\_\_ Bank] lastly undertake not to revoke this guarantee during its \_\_\_\_\_ currency except with the previous consent of the OPTCL in writing.

8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be inviolable at our place of business at Branch of Bhubaneswar in the state of Odisha. [Indicate the name of the Bank& Branch]

‘Notwithstanding anything contained herein above’

a) Our liability under the bank guarantee shall not exceed Rs. \_\_\_\_\_ (In words Rupees \_\_\_\_\_).

b) This bank Guarantee shall be valid up to \_\_\_\_\_.

c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at \_\_\_\_\_ branch of Bhubaneswar in the state of Odisha a written claim or demand on or before \_\_\_\_\_ (date of expiry of guarantee).

Date at \_\_\_\_\_ the, \_\_\_\_\_ day of 20 \_\_\_\_\_.

For \_\_\_\_\_

[Indicate the name of Bank]

Witness (Name, Signature & Address)

i.

ii.

## Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

## PROFORMA OF BANK GUARANTEE FOR BID SECURITY (EMD)

(To be stamped in accordance with Stamp Act and the Non-Judicial Stamp Paper of appropriate value should be in the name of Issuing Bank)

Ref No: .....

Bank Guarantee No. ....

Date:.....

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of ..... work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated ..... of OPTCL, Ms. /Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [ Rupees in **words**----- ] valid for a period of .....days is required to be submitted by the bidder, as per Tender Specification, we the \_\_\_\_\_ ) [indicate the name, Address & Code of the bank] [hereinafter referred to as "Bank"] at the request of Ms. /Shri..... [hereinafter referred to as "Bidder"] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, EXECUTIVE DIRECTOR, SOUTHERN ZONE, BERHAMPUR, ODISHA POWER TRANSMISSION CORPORATION Ltd. , an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to ..... [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.

2. We, the \_\_\_\_\_ [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees in words.....)

3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Berhampur <Mention Name, Address & Code of the Branch Office at Berhampur of Issuing Bank> in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We the \_\_\_\_\_ Bank further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6 This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.

7 We \_\_\_\_\_ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at ----- Branch of **Berhampur** (indicate Name, Address & Code of the Branch at Berhampur) in the State of Odisha.”

**“Notwithstanding anything contained herein”**

a) Our liability under the bank guarantee shall not exceed Rs. ----- (Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

d) We or our Branch at Berhampur <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before .....,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature .....  
Full name .....  
Designation .....  
Power of Attorney No. ....  
Date.....  
Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

(1)  
Signature .....  
Full name .....

(2)  
Signature .....  
Full name .....

**N.B.:**

1. Name of the Bidder.: .....
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. E-NIT No.....
6. Package/Works No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.



**Format for SFMS details**

**(The Unique Identifier for field 7037 is "OPTCL541405793")**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

**PROFORMA OF EXTENSION OF BANK GUARANTEE**

**(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper should be in the name of the issuing Bank)**

Ref No:- ..... Date:- .....

**Sub: Extension of Bank Guarantee No. ....for Rs. .... favouring yourselves, expiring on .....on account of M/s. .... in respect of LOA No. .... dated ..... (hereinafter called original Bank Guarantee).**

At the request of M/s. ...., we..... Bank, branch office at .....and having its Head Office at ..... do hereby extend our liability under the above mentioned Guarantee No. .... Dated .....for a further period of .....years / months/ days from ..... to expire on .....except as provided above, all other terms and conditions of the original Bank Guarantee No. .... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

**“Notwithstanding anything contained herein”**

- i. Our liability under the bank guarantee shall not exceed Rs.----- (Rupees in words-----) only.
- ii. This Bank guarantee shall be valid up to -----.
- iii. We or our Branch at **Berhampur** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before .....,

The Bank Guarantee extension is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated this..... Day of .....20..... at.....

For ..... [Indicate name of the Bank]  
 Signature.....  
 Full Name .....  
 Designation .....  
 Power Of Attorney No.....  
 Seal of the Bank.....

**NOTE:** i) SFMS advice as per details below.

## Format for SFMS details

**(The Unique Identifier for field 7037 is “OPTCL541405793”)**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No/LoA No . . . .

**(Reverse Auction Process Compliance Form)**

(To be incorporated in the bid document).

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,  
ED, Southern Zone, OPTCL  
Berhampur, Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e-Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address  
Person having power of attorney for the subject package