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ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. Of Odisha Undertaking)
OFFICE OF THE EXECUTIVE DIRECTOR,
NORTHERN ZONE, OPTCL, BALASORE

Tender Notice No:
ED-NZ-BLS-04/2022-23

Tender Specification No.
ED-NZ-BLS-Security-04/2022-23

(a) Lot-I:

Deployment of Security Personnel in Grid Sub-Stations/Offices
/ Stores under Northern Zone, Balasore

(b) Lot-II:

Deployment of Line Patrolling Personnel in Transmission Lines
under Northern Zone, Balasore

For further details, please visit the Official
e-Tender Portal of OPTCL

www.tenderwizard.com/OPTCL



ODISHA POWER TRANSMISSION CORPORATION LTD
O/o The Executive Director, Northern Zone, Balasore
AT/PO: Januganj, Dist-Balasore-756019
E-mail: zone.balasore@optcl.co.in CIN: U4102OR2004SGC007553

Tender Notice No: ED-NZ-BLS-04/2022-23

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Northern Zone, Balasore invites Tenders from reputed Service Providers in single stage two part bidding system for providing services for the work (a) Lot-I: Deployment of Security Personnel in Grid Sub-Stations/Offices/Stores under Northern Zone, Balasore (b) Lot-II: Deployment of Line Patrolling Personnel in Transmission Lines under Northern Zone, Balasore". Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from dated **30.01.2023 (11.00Hrs)** to dated **26.01.2023 (13.00 Hrs)**. Interested manufacturers may visit OPTCL's official web site of OPTCL for detail specification.

EXECUTIVE DIRECTOR, NZ, BALASORE

*** Note:**

Bidders are requested to regularly visit Official Tender Portal www.tenderwizard.com/OPTCL only for amendment /errata /corrigendum (if any) and any other information regarding above tender.



**ODISHA POWER TRANSMISSION CORPORATION LTD.,
O/o The Executive Director, Northern Zone, Balasore
AT/PO: Januganj, Dist-Balasore-756019**

Tender Notice No: ED-NZ-BLS-04/2022-23

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under single stage two-part bidding system in e-tendering mode only as per the following details.

1	Tender Specification No.	ED-NZ-BLS-Security-04/2022-23
2	Description of item	(a) Lot-I: Deployment of Security Personnel in Grid Sub-Stations /Offices/Stores under Northern Zone, Balasore (b) Lot-II: Deployment of Line Patrolling Personnel in Transmission Lines under Northern Zone, Balasore”.
3	Quantity	As per Price schedule
4	Estimated Cost of the service contract.	Lot-I: ₹ 4,39,79,400.00 Lot-II: ₹ 2,77,46,664.00
5	Tenure of deployment	Lot-I: One (01) year Lot-II: One (01) year
6	Earnest Money Deposit	Lot-I: ₹ 4,39,794.00 Lot-II: ₹ 2,77,466.00
7	Tender cost	Lot-I: ₹ 12,000/- (INR) + GST@18%= ₹ 14,160/- [For each lot] Lot-II: ₹ 12,000/- (INR) + GST@18%= ₹ 14,160/- [For each lot]
8	Tender Processing fee	₹ 5,000/ + GST@18% = ₹ 5,900/- [For each lot]
9	Free view of tender document	Dated. 03.02.2023, from 11.00 Hrs
10	Last date of receipt of tender	Dated. 23.02.2023 up to 13.00 Hrs.
11	Date of opening of tender	Dated. 24.02.2023 on or after 11.00 Hrs.

1) The bidders who want to submit bids shall have to pay non-refundable amount of ₹ 14,160/- (Rupees Fourteen Thousand One Hundred sixty) only including GST @ 18%) towards the tender cost, to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).

2) The bidders shall have to submit non-refundable amount of ₹ 5,900/- (Rupees Five thousand & nine hundred) only including GST @ 18%) towards the tender processing fee to K.S.E.D.C.Ltd, in e-payment mode. The e-payment of above amount is to be made to enable the bidder to down load the bid proposal sheets & bid document in electronic mode.

3) The bidder shall deposit the tender cost, tender processing fee & ~~EMD-Bank draft/BG~~ prior to last date & time for opening of bid as notified in tender notice. The Online payment receipts are to be submitted at the office of the undersigned on or before the last date & time of opening of tender.

4) The bidders shall scan the on line payment receipts and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

5) They have to also submit notarized hard copy of GST registration certificate on or before the date & time of opening of techno-commercial bid.

6) The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link "Register Me".

7) Any clarifications regarding the minimum qualifying criteria, scope of work and technical features etc of the tender can be had from the following officer on any working day during office hours (10.00 hrs to 17.30 hrs).

Sri S.K.Jena, DGM(HRD): 9438907038

Sri Ajit Jate, Asst. Manager (HRD): 9438908505

EXECUTIVE DIRECTOR, NZ, BALASORE



CIN – U40102OR2004SGC007553

**TENDER DOCUMENTS
FOR SELECTION
OF REPUTED AGENCY
FOR PROVIDING
SECURITY SERVICES AND
LINE PATROLLING
SERVICES TO NORTHERN
ZONE, BALASORE, OPTCL**

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

O/o The Executive Director, Northern Zone, Balasore

AT/PO: Januganj, Dist-Balasore-756019

E-mail: zone.balasore@optcl.co.in

CIN: U4102OR2004SGC007553

e-TENDER NOTICE NO: ED-NZ-BLS-04/2022-23

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 Odisha Private Security Agency (Regulation) Act, 2005 and Odisha Private Security Agencies Rules,2009 having minimum three 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 two years from the date of commencement of the Agreement on contract basis for Security activities for different Grid Sub-Stations, EHT Lines, Field Offices, Stores and Zonal Office, Northern Zone.

Bidders would be required to enroll themselves on the tender portal **www.tenderwizard.com/OPTCL** for participation in the above tender. Complete set of bidding documents are available in **www.tenderwizard.com/OPTCL** from- **2.2.2023 (10.00 Hrs) up-to 23.02.2023 (13.00 Hrs)**. Interested FIRMS/AGENCIES may visit OPTCL's official website **www.optcl.co.in** and **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** and **www.tenderwizard.com/OPTCL** only.

Pre bid meeting will be held on dated _____.

Executive Director
Northern Zone, Balasore

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

O/o The Executive Director, Northern Zone, Balasore

AT/PO: Januganj, Dist-Balasore-756019

E-mail: zone.balasore@optcl.co.in CIN: U4102OR2004SGC007553

TENDER SPECIFICATION NO: ED-NZ-BLS-04/2022-23

TENDER NOTICE NO: ED-NZ-BLS-04/2022-23

FOR

SELECTION OF AGENCY FOR PROVIDING

Lot-I: SECURITY SERVICES TO NORTHERN ZONE, OPTCL.

Lot-II: LINE PATROLLING SERVICES TO NORTHERN ZONE, OPTCL

Part - I

- SECTION-I : GENERAL INSTRUCTIONS TO BIDDERS
SECTION-II : TECHNICAL SPECIFICATIONS FOR THE AGENCY AND THE SECURITY PERSONNEL & LINE PATROLLING PERSONNEL TO BE DEPLOYED IN 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

REQUEST FOR ONLINE TENDER DOCUMENTS:

From dt 02.02.2023 (10.00 Hrs) up-to 23.02.2023 (13.00 Hrs)

LAST DATE OF SUBMISSION OF ONLINE TENDER:

Up-to dt 23.02.2023 (13.00 Hrs.)

DATE OF OPENING OF TECHNICAL BID:

Dtd. 24.2.2023 on or after 11.00 Hrs

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
PART-I		
Sec-I	General instructions to Bidders	6-22
Sec-II	Technical requirements for the tendering Agencies	23-26
Sec-III	Technical Bid	27-39
PART-II		
Sec-IV	Price Bid	40-42
Sec-V	Terms and Conditions	43-56
Sec-VI	Documents to be submitted by the bidders	57-58
Sec-VII	e-Reverse Auction	59-61
	Annexures	62-72

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. The bidder must ensure that the bids are received in the specified website of the 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 the 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.
(Note: Make sure that necessary software of PKI be installed in your system).
 - (b) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - (c) Go to Start > Programs > Internet Explorer.
 - (d) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - (e) Enter e-tender User Id and Password, click on "**Go**".
 - (f) Click on "**Click here to login**" for selecting the Digital Signature Certificate.
 - (g) Select the Certificate and enter DSC Password.
 - (h) Re-enter the e-Procurement User Id Password
 - (v) To make a request for Tender Document Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
 - 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:
- Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - 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.
- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - 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 **(Page No. 06 to 23)**
- (ii) Section-II : TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCIES **(Page No. 24 to 28)**
- (iii) Section-III : TECHNICAL BID **(Page No. 29 to 41)**

Part- II Consists of

- (iv) Section –IV : PRICE BID **(Page No. 42 to 44)**
- (v) Section-V : TERMS & CONDITIONS. **(Page No. 45 to 59)**
- (vi) Section- VI : DOCUMENTS TO BE SUBMITTED BY THE BIDDERS **(Page No. 60 & 61)**
- (vii) Section-VII : E-REVERSE AUCTION **(Page No. 62 & 64)**
- Annexures : Page No. 65 to 75.**

1.3 TECHNICAL REQUIREMENTS FOR SECURITY PERSONNEL AND LINE PATROLLING PERSONNEL TO BE DEPLOYED BY THE SUCCESSFUL AGENCIES IN DIFFERENT UNITS UNDER NORTHERN ZONE, OPTCL.

1. For security guard and Line Patrolling Personnel: above 18 years of age and not exceeding 50 years.

2. Must have possessed Physical Standards as indicated hereunder:-

(A) General / SEBC / SC Candidates:

- | | |
|----------------------|--|
| 1. Height: | 165 centimeters (weightage will be given to height more than 170 centimeters) |
| 2. Weight: | 55 K.G |
| 3. Chest: | 80 centimeter (Normal)
84 centimeter (Expanded) |
| 4. Eye Sight: | Sight Vision: Far – 6/6
Near – 0.6/0.6 |

(B) S.T Candidates:

- | | |
|----------------------|--|
| 1. Height: | 155 centimeters |
| 2. Weight: | 50 K.G |
| 3. Chest: | 80 centimeter (Normal)
84 centimeter (Expanded) |
| 4. Eye Sight: | Sight Vision: Far – 6/6
Near – 0.6/0.6 |

- 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 the individuals in case of need.
 - The Agency shall ensure for submission of Physical fitness Certificate obtained by the Guards from Govt. Medical Practitioner's for deployment / engagement of Guards.
3. Must have in possession of Certificate in Form – IV (under Odisha Private Security Agencies Rules, 2009) in support of successfully undergone the training prescribed for the purpose.
4. Must have in possession of Character Certificate in Form – III (under Odisha Private Security Agencies Rules, 2009).
5. Must be able to speak, read and write Odia/English.
6. Must have passed Matriculate examination.
7. Must be free from color blindness
8. Before deployment of any security guard/ supervisor the decision of OPTCL Management towards fitness of the security guard/ supervisor shall be final and binding upon the Agencies.
9. The Agency must produce photocopy of documents of Identity Card (Adhaar Card/Voter ID/Driving License/PAN Card etc.)

1.4 **Duration of Contract**

The effective date of the contract for providing the aforesaid security personnel and line patrolling personnel and shall be the date of the contract **agreement made**. Initially the tenure for such deployment shall be for **01 (One) years** from that date of agreement. OPTCL, however, reserves the right to **extend the contract/terminate the contract based on performance of bidder** on prior to notice as per terms and condition of contract.

1.5 **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	02.02.2023 (10.00 Hrs.)
2	Pre bid meeting	15.02.2023 (No queries shall be entertained after the schedule date of pre-bid meeting)
3	Bid submission closing date	23.02.2023 (13.00 Hrs.)
4	Opening of Technical bid (Part-I)	24.2.2023 on or after 11.00 Hrs.

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.

1.11 Eligibility for Submission of Bids:

Only those service providers who have deposited the cost of tender specification are eligible to participate in the tender.

1.12 Management's Right to Reject Bids.

The Management reserves the right to reject any or all the tenders without assigning any reasons what so ever.

1.13 Mode of Submission of Bids.

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

1.14 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.

1.15 PRICE

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

1.16 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:**

1.17 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.

1.18 Conditional Offer

Conditional offer shall not be accepted.

1.19 General Terms & Condition

- 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 (as outlined in clause-1.28). Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- 1.20** 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 **D.D.O, O/o ED, Northern Zone, Balasore** and payable at **Balasore** or in the form of **Bank Guarantee (B.G) from any Nationalized Bank** drawn in favor of **Odisha Power Transmission Corporation Limited and payable / en-cashable at Balasore** covering the contract period +2 months. The same shall be submitted by the agency during office hour to the **Office of the Executive Director, Northern Zone, Balasore.**
- 1.21** The rates of wages of different category of Security personnel **as per 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.

- 1.22** 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.
- 1.23** **No other dues on any account** shall be payable by the **OPTCL** except Statutory dues and the Service Charges agreed upon.
- 1.24** 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.
- 1.25** 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.
- 1.26** 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**.
- 1.27** 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.
- 1.28** The agreement is terminable by giving **two 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**.
- 1.29** **Evaluation of Tender:** - The Tender shall be evaluated at the Zonal Office 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.
- 1.30** The Bidder shall **undertake** not to **sublet** the work order to other Security Agencies.
- 1.31** The Bidder shall **undertake** to **abide by the terms and conditions** appended to this instruction on being successful in the bid.
- 1.32** 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.
- 1.33** The Price Bid of only those tenderers will be opened **who qualifies in Technical Bidding only**.
- 1.34** The number of guards mentioned for the different zones may change while making

deployment as per the requirement of the organization.

- 1.35** The agency will be liable to cover the guards under Employees Compensation Act wherever the ESI scheme is not applicable and will settle the dues as may be applicable before the Appropriate Authority.

SECTION-II

1.36 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 OPTCL or locations where the security guards and line patrolling personnel 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-VI of the Odisha Private Security Agencies Rules, 2009 for deployment of Security Guards in Offices/Grid Sub-Stations and Stores. 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 Security Agencies Rules, 2009).
- 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 Contract Labour (R&A) Act, 1970 in support of their claim of three years experiences and certificate of Principal Employer regarding engagement of Agency as 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 2019-20, 2020-21 & 2021-22 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 should have minimum average annual turn-over (MAAT) of (a) Lot-I: 6.55 Cr (b) Lot-II: 4.55 Cr in last three consecutive financial years, i.e. in 2019-20, 2020-21 & 2021-22, by providing security services only** which will be determined from the Audited Balance Sheet and Profit & Loss Account. The Bidder should be a profit making one in the preceding two financial years.
- x. The bidder should pay the valid minimum wage to the security guards and Line patrolling personnel as applicable.
- xi. The Bidder must provide its Bank details along with IFS code, Branch Code that is RTGS details along with a crossed cheque.
- xii. The Bidder must submit solvency certificate.
- xiii. 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.
- xiv. 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.
- xv. 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.

- xvi.** The Bidder shall have to comply with the Contract Labour Management System (CLMS).

1.37 Outright Rejection Criteria: Non submission of tender cost/ EMD/ tender processing fee as per tender notification shall be liable for outright rejection.

1.38 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 Document	Supporting
<u>Technical Criteria</u>			
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. <ul style="list-style-type: none"> Companies Act 2013 	Attested copy of Certificates of incorporation issued by the respective authority along with copy of MoA and AoA indicating business in similar services.	
B.	[i] 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. [ii] The Bidder must submit 01 year Successful Performance Certificate for works executed during last five years.	[i] Copy of supporting work order, completion certificate as applicable along with copy of labour license (in Form-VI) under the CL (R&A) Act 1970 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. [ii] Performance Certificate.	
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-VI (License to engage in the business of private security agency) under Orissa private security agencies Rules 2009.	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF Registration, ESI Registrations and valid License in Form-VI under OPSA Rules 2009 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-D. Undertaking needs to be provided in letter head of bidder.	

E	The registered office / Branch office of the Service provider must be located within the jurisdictional area of Corporate Office of OPTCL/ Zonal Office / Locations where the security guards shall be deployed.	Valid address proof of the office.
Financial Criteria		
G	The Bidder must have their own Bank Account	Attested supporting Documents
H	The Bidder must be a regular IT return Filer, Copy of IT Returns Acknowledged,	Attested supporting documents.
I	The Bidder should have minimum average annual turn-over (MAAT) of (a) Lot-I: 6.55 Cr (b) Lot-II: 4.55 Cr in last three consecutive financial years, i.e. in 2019-20, 2020-21 & 2021-22, by providing security services only	Certified copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over from security services only during last three financial years.
J	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.
K	The Bidder has to submit their solvency Certificate	Certificate obtained from the respective Revenue Officer.
L	The Bidder must duly authorized their signatory.	Notarised Power of attorney / authorizations in non-judicial stamp paper must be enclosed along with the tender.

1.39 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 before quoting. 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
1	Experience of the Bidder in Security Management Services (1) Between 3 years to 5 years 15 Marks (2) Above 5 years but less than 10 years 20 Marks (3) More than 10 years 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 1000 to 1500 15 Marks (2) Above 1500 to Less than 2000 20 Marks (3) More than 2000 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) Working Experience less than 3 organizations listed above 15 Marks (2) Working experience more than 3 and less than 5 organizations 20 Marks (3) Working experience more than 5 organizations listed above 25 Marks	25
4	Presentation regarding Action Plan to improve and transform the existing Security Service Management to high quality standard	25

Note: The Bidder who secures 60 or more marks in the Technical bid, only their price bids shall be open for evaluation.

SECTION-III**TECHNICAL BID****For Deployment of Security Personnel and Line Patrolling Personnel in OPTCL
Northern Zone****TENDER SPECIFICATION NO. ED-NZ-BLS-Security-04/2022-23**

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
2019 - 20		
2020 - 21		
2021-22		

13. Details of the 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 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 Contract Labour (R&A) Act,1970 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. Lacs)	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:

Place:

Signature of authorized person

Name:

Seal:

1.39 Checklist of Eligibility

Description of Criteria	Required Supporting Document	Submitted (Yes / No)
Technical Criteria		
A. Bidder shall necessarily be a legally valid entity registered under the Companies Act, 2013 and having a license under Odisha Private Security Agencies 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-VI under Orissa private security agencies rules 2009. Also registered with EPFO & ESIC.	License in Form-VI under OPSA Rules 2009, 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 must have 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 (1) Supporting work order (2) Labour license in Form-VI under CL (R&A) Act 1970 (3) Work completion certificate with duly filled in data sheet as per Form T-4	
F. The Bidder must have their own Bank Account	Attested supporting Documents	
G. The Bidder must be a regular IT return Filer, Copy of IT Returns Acknowledged.	Attested supporting documents.	

Financial Capability Criteria			
H	The Bidder must have minimum average annual turn-over (MAAT) of (a) Lot-I: 6.55 Cr (b) Lot-II: 4.55 Cr in last three consecutive financial years by providing security services only.	Certified copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over from security services only during last three financial years.	
I	The Bidder must be a regular IT return Filer, Copy of IT Returns Acknowledged.	Attested supporting documents.	
J	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.	
K	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.	
L	The Bidder has to submit their solvency Certificate	Certificate obtained from the respective Bank.	
M	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.	

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.**

FORM -T1: LETTER OF APPLICATION**(On the Bidders Letter Head)****[Location, Date]****To,****The Executive Director
Northern Zone Balasore****Sub:- Selection of Agency for Providing Security Service and Line Patrolling Service to OPTCL Northern Zone.****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.

9. I agree and undertake to abide by all the terms and conditions in the Tender 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 – 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 thisDays of2021

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
Northern Zone Balasore**

Sub: Providing security Services and Line Patrolling Services to OPTCL Northern Zone, Balasore.

Dear Sir,

I, the undersigned, is pleased to provide offer for Providing Security Service to 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 and Line Patrolling Personnel in OPTCL**TENDER SPECIFICATION **NO.** ED-NZ-BLS-Security-04/2022-23

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

A. Manpower

		Security Guards (Unarmed – Semiskilled)
1	Number of deployment	
2	Number of Reliever	
3	Total No of Deployment	

B. Cost

1	Basic pay + VDA	
2	Employees Provident Fund (Employer Contribution as applicable)	
3	Employees State Insurance (Employer Contribution as applicable)	
4	Any other expenses	
5	Service charges @5%	
6	GST as applicable	
7	Total rate per person per month	
8	Grand Total (Total rate per person per month X Total number of security guards/line patrolling personnel quoted above X12 months)	

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 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.

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 reimburses the same subject to submission of bills with supporting proof of documents.

2. The contractors maintain proper records of his employee's attendance. Their payment of wages shall be made through bank credit by 10th of the succeeding month. The Bank account particulars of all the contractors' employees shall be submitted to OPTCL, No Cash Payment is allowed.
3. The agency shall submit the copy of proof towards deposit of EPF & ESI contributions duly signed along with the invoice.
4. The contractor shall at its own cost extend workman insurance coverage compensation to their employees as may be required under relevant Acts.
5. **Good and Service Tax (GST) as per applicable rate shall be paid extra in accordance with the Rules on payment of GST as applicable.**
6. 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, 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.
7. Proper justification for the quoted value of the Service Charges is to be given by the Agency while bidding.
8. The service charges shall not be less than 5% of quoted value.
9. OPTCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges (as per OPTCL's observation) 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.
10. 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.

11. 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

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 01 (One) 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 **01 (One) 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/Line patrolling personnel** deployed shall be required to **report for work** as per the direction issued by the **Nodal Officer**.
 5. The **Bidder / Agency** shall nominate/authorize person who shall be responsible for immediate interaction with the **Nodal Officer** 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/Line patrolling personnel** deployed in the **Corporate Office / field units/locations under its control** 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/Line patrolling**

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/Line patrolling 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/Line patrolling 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, Northern Zone, Balasore**. The **Security personnel/Line patrolling 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.
11. 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.
12. 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**.
13. 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.
14. 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.
15. The **Security personnel/Line patrolling personnel** deployed by the **Bidder / Agency** should have **good police records and no criminal case should be pending against them**.
16. 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/Line patrolling personnel** deployed.

17. The agency shall neither deploy nor withdraw any security personnel at any time without approval of the Executive Director, Northern Zone, Balasore. 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.
18. 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.
19. The **Bidder /Agency** shall also supply **other equipment** to the **Security personnel/Line patrolling personnel** at its **own cost** and **expenses**.
20. A bidder can apply either for Lot [I] or Lot [II] only or for both Lot [I] and Lot [II] as per their eligibility.

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 10th 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 contractor 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 contractor 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** (Enclosed as above) 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:
9	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 _____.

Countersigned by concerned**Signature with seal****Unit Head/Officer****MD / Owner of the Agency**

1.42 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.

1.43 Insurance:

Insurance of each 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.

1.44 Appointment Related:

- i. The Agency shall submit the following to the **Executive Director, Northern Zone, Balasore.**
 - The detail profile of the **Security personnel/Line patrolling personnel** to be deployed.
 - Character certificate issued in form-III (under Orissa Private Security agencies Rules 2009).
 - 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). ANNEXURE-B
- ii. After submission of documents the contractor shall issue photo identity card to the employee and submit to Zonal HRD Department.
- 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- C (Form IX)

1.45 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 10th 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.

1.46 Provident Fund:

- i. The Agency shall get independent EPF code before deployment of his guard 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 15th 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. 21,000/-.

1.47 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% of Basic Wages paid including administrative charges 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 HRD department/ Unit heads.

1.48 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/- w.e.f 01.01.2017.

- v. The ESI contribution in respect of any employee shall be deposited on or before 15th day of the following month in which the wages fall due or as and when amended.

1.49 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 HR and Finance Department.

1.50 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.

1.51 The contractor shall produce the following Registers and forms as per Orissa contract Labour (R&A) Rules, 1975 for verification to the Zonal HR Head.

- 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)

1.52 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.

1.53 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.

1.54 National Holidays

- i. Every workmen employed by the agency/contractor shall be entitled to 4 National holidays with wages which shall include 26th January, 1st May, 15th August & 2nd

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.

1.55 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 HRD department.
 - Certificate of payment of bonus by contracting department and verified by HRD department.
 - 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 the D.D.O / Unit Heads as the case may be of OPTCL where the Security personnel are to be actually deployed.
- viii. 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.
- i. 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/Line patrolling 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/Line patrolling 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 **MD, 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 10th 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.

- **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.**

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**.

1.56 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 Private Security Guards/Line Patrolling Personnel by the Agency within 10th day of wage/salary period, OPTCL will deduct a penalty @ 5% of the total monthly service bill of the agency. **In that case, all the Unit Heads shall make payment of wages to the Guards/Line patrolling personnel and recover the amount from the bills payable to the contractor.**

- iv.** The agency must ensure that no deductions, other than those permissible by law, are made from the wages of the **Security personnel/Line patrolling 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 **security/line patrolling man** 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 **Security personnel/Line patrolling personnel** 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 personnel/Line patrolling personnel** 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.
- x. RIGHTS 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 Private Security Guards, the Agency shall do so forthwith. The decision of Executive Director, Northern Zone 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

1. Technical Bid.
2. Cost of tender paper in shape of demand draft/ pay order only.
3. Attested copy of registration certificate of Agency /Firm /Company registered under The Companies Act,1956/2013;
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 column 13 of 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 obtained from DGM (HRD), Northern Zone, Balasore. Bhubaneswar. (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 -D)
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 similar work in Form-T4
22. Existing commencements in Form-T5.
23. Anti-collusion certificate in Form T-6.

**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 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, 2009).
4. Character and Antecedent Certificate in Form No. III (under Odisha Private Security Agencies Rule, 2009).
5. Copy of the License in Form-VI under Rule 25 (1) of the Orissa Contract Labour (R &A) Rules 1975.
6. Copy of 1st page of S/B account of each security personnel.
7. Valid EPF & ESI registration certificate.
8. Registration of worker in Form-A.
9. Issue of I-card to all the security guards engaged.
10. Notice of commencement to appropriate statutory authority.

ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ.
ODISHA POWER TRANSMISSION CORPORATION LIMITED
 (A Government of Odisha Undertaking)
 O/o The Executive Director, Northern Zone, Balasore
 AT/PO: Januganj, Dist-Balasore-756019
 E-mail: zone.balasore@optcl.co.in CIN: U4102OR2004SGC007553

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	KEONICS shall arrange for demonstration/ training (if not trained earlier) of bidder's nominated person(s), 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"

Procedure for electronic Reverse Auctioning (e-RA):

5	<p>a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-XIX). 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 & 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 & 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. (eg. 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 & 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 & 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. Time period for e-RA shall be unlimited. 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 reverse auction process shall get closed automatically if no fresh lower bid is received within schedule slot/ extended slot.</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</p>

	<p>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> <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.</p>

3) Hard copy of required documents shall be submitted by bidders prior to scheduled date & time for opening of techno-commercial bid. Accordingly relevant clauses of the tender specification stand modified.

All other terms and conditions of the tender remain unchanged.

Executive Director
Northern Zone, Balasore

ANNEXURE A**FORM X****(See Rule 75 of Orissa 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

ANNEXURE C**SELF-DECLARATION-NO BLACKLISTING**

(Date:)

To,
The Executive Director
Northern Zone Balasore

Dear Sir/Madam,

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

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

Date:

Place:

Signature of authorized person

Full Name:

Seal:

Note:

(1) In case of above declaration/undertaking is found to be false/manipulated, the bid submitted against the tender is liable for rejection.

ANNEXURE D

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No:

To

_____ **The Executive Director**
_____ **Northern Zone Balasore**

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 thisday of,2021 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 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:

ANNEXURE-F**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR
SECURITY DEPOSIT PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed this _____ day
of _____ 2023 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 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 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 Managing Director, 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 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. favoring yourselves, expiring onon 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 atand having its Head Office at do hereby extend our liability under the above mentioned Guarantee No. Datedfor a further period ofyears / months/ days from to expire onexcept 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”

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

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

c) We or our Branch at **Bhubaneswar** <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 of20..... 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.

BID SECURITY DECLARATION FORM**To****The Executive Director
Northern Zone Balasore**Sub:- Tender Specification **ED-NZ-BLS-Security-04/2022-23**

Sir,

1. ~~Having examined the above specification together with terms & conditions referred to therein *I/We the undersigned hereby offer to supply the manpower service covered therein complete in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.~~
2. ~~* I/We hereby undertake to have the manpower services delivered within the time specified in the Tender.~~
3. ~~* I/We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.~~
4. ~~* I/We certify to have submitted the bid electronically by remitting *cash/money order/D.D./remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. Dated,~~
5. ~~In the event of Tender, being decided in *my/our favour, *I/We agree to furnish the Composite B.G. in the manner, acceptable to ORISSA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause 19 of section II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser.~~

Bid Security Declaration

~~*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid (i.e. part I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years.~~

~~_____ Signed this _____ day of _____ 2023~~

~~_____ Yours faithfully~~

~~_____ Signature of the Bidder with seal of the company~~

~~[This form should be dully filled up by the Bidder and uploaded at the time of submission of tender.]~~

~~_____~~
~~*(Strikeout whichever is not applicable)~~