



**ORISSA POWER TRANSMISSION CORPORATION LIMITED**  
**Regd. Office : Janpath : Bhubaneswar : 751022**

No. AW - LW - VII - 07/2006 (Pt) - **5436** / Dated, **29.03.2011**

**NOTICE INVITING TENDER**

[ Tender Notice for deployment of Security personnel in the various units of OPTCL through the recognized Registered Security Agency for a period of one year ]

Sealed tender are invited from recognized Registered Security Agency for deployment of Security personnel for a period of one year w. e. f the date of commencement of the Agreement on contract basis for watch and ward activities in Head Qrs. Office / Circles / Divisions and other units of OPTCL located in the different District of the State of Orissa.

The detailed information for deployment of Security Personnel has been given in the Tender Document which may either be downloaded from the website **www.optcl.co.in** or obtained in person from **Dy. Manager (C.R), OPTCL Corporate Office, Bhubaneswar** on any working day between **10.00 A.M. to 04.00 P.M** w.e.f the date of publication by payment of **Rs. 10,400/- (Rupees Ten thousand four hundred)** only in cash or in Bank Draft in favour of D.D.O (Head Qrs),OPTCL. But in the event of download of Tender Paper, a Bank Draft of the above amount **in favour of D.D.O (Head Qrs),OPTCL is to be enclosed with the Technical Bid.** In both the occasion this amount will not be refundable. The last date and time for submission of Tender document is **15.04.2011** by **3.30 P.M.**

**Sd/-**  
**ASST. GENERAL MANAGER (HRD) - I**  
Corporate Office of OPTCL,  
Janpath, Bhubaneswar.



## **ORISSA POWER TRANSMISSION CORPORATION LIMITED**

**Regd. Office : Janpath : Bhubaneswar : 751022**

### **TENDER DOCUMENT**

**For deployment of Security personnel through the recognized  
Registered Security Agency**

- (a) Period of issue of Tender Document : **31<sup>st</sup> March'2011 to 15<sup>th</sup> April'2011  
by 3.00 P.M**
- (b) Date and time for submission of Tender Document : **15<sup>th</sup> April 2011 by 3.30 P.M**
- (c) Date and time for opening of
- (i) Technical Bids : **16<sup>th</sup> April 2011 by 3.00 PM**
- (ii) Financial Bids of eligible Bidders : **16<sup>th</sup> April 2011 by 5.00 PM i.e after  
opening of Technical Bids**
- (d) Likely date for commencement of deployment of required manpower : **The date to be determined after  
completion of Bidding process**

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**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. The Orissa Power Transmission Corporation LTD (OPTCL), requires the services of recognized, Registered, well established and financially sound Security Agencies for deployment of Security personnel on contract basis for watch and ward activities in Head Qrs. Office / Circles / Divisions and other units of OPTCL located in the different District of the State of Orissa.
2. The contract for providing the aforesaid Security personnel is likely to commence from the date of **offer of deployment order is issued and agreement made thereof** and would continue till completion of **one year**. The period of the contract may be **further extended maximum up to one year** mutually provided the requirement of the Security personnel persists at that time or may be curtailed/ terminated before any date owing to deficiency in service or substandard quality of manpower deployed by the selected Security Agencies or because of change in the requirements. The management of OPTCL, however, reserves right to terminate this initial contract at any time by giving **three months notice** to the selected Security Agencies.
3. This Organization has tentative requirement of **2618 Nos. of Un-armed Security Guards, 148 Nos. of Armed Security Guards, 10 Nos. of Supervisors, 01 No. of Asst. Security Officers**. The requirements may increase/decrease in any/ all the categories.
4. The estimate cost of the Tender is Rs.12 Cores (Twelve Cr ores) approximately.
5. The interested Security Agencies may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Rupees Six lakhs )** only drawn on any scheduled Bank in favour of **D.D.O (Head Qrs.), Orissa Power Transmission Corporation Limited payable at Bhubaneswar** and other requisite documents by **15.04.2011 at 3.30 PM** to the **Dy. Manager (HRD), Security, OPTCL, Janapath, Bhubaneswar – 751022**.

6. The various crucial dates relating to “ **Tender for deployment of Security personnel** ”, the Orissa Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022 are cited as under :

(a) Period of issue of Tender Document	: 31.03.2011 to 15.04.2011 by 3.00 PM
(b) Date and time for submission of Tender Document	: 15.04.2011 by 3.30 PM
(c) Date and time for opening of	:
(i) Technical Bid	: 16.04.2011 by 3.00 PM
(ii) Financial Bids of eligible Tenders and selection	: 16.04.2011 by 3.00 PM i.e after opening of Tech. Bids
(d) Likely date for commencement of deployment of Security Personnel	: The date to be determined after completion of Bidding process

7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate sealed envelopes super scribing “**Technical Bid for providing Security personnel for watch and ward services in various units of OPTCL**” and “**Financial Bid for providing Security personnel for watch and ward services in various units of OPTCL**” Both the sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for providing Security Personnel for watch and ward services in various units of OPTCL**”.
8. The **Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Rupees Six Lakhs ) only** (refundable **without interest after finalization of the Tenders**) shall be accompanied with the **Technical Bid** of the service provider in the form of **Demand Draft / Pay Order** drawn in favour of **D.D.O (Head Qrs.), Orissa Power Transmission Corporation Limited** payable at **Bhubaneswar** failing which the tender shall be **rejected summarily**.
9. The successful tenderer will have to deposit a **Performance Security Deposit @ 10% of ordered amount** in the form of **Bank Guarantee from any Nationalized Bank** drawn in favour

**D.D.O (Head Qrs.), Orissa Power Transmission Corporation Limited payable / encashable at Bhubaneswar** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

10. The tendering Security personnel providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments / Central Government), along with the Technical Bid, **failing which their bids shall be summarily / out rightly rejected and will not be considered any further :**
  - (a) Registration Certificate of the applicant organization;
  - (b) Copy of Pan / GIR Card;
  - (c) Copy of the IT return filed for the last two financial years;
  - (d) Copies of EPF and ESI Certificate;
  - (e) Copy of the Service Tax registration certificate;
  - (f) Certified extracts of the Bank Account containing transaction during last two years
  - (g) Copy of Licence issued by Home Department
  - (h) Contract Labour Licence
11. Tenders received after the **due date and time** will be summarily **rejected**. Incomplete, conditional, Telephonic Tenders shall not be accepted.
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form**. In such cases, the tender shall be **summarily rejected**. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
13. The **E.M.D** of unsuccessful bidders will be refunded **without any interest after finalization of the Tenders**.

14. The rates of wages of different category of Security personnel **shall not be less than the rates of minimum wages** prescribed by the Government from time to time under the Contract Labour (R & A ) Act, 1970 and the Minimum Wages Act, 1948.
15. The supervision 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.
16. The bidder has liberty to seek revision of rates of wages of different category of Security personnel and the Supervision charges if the wages below minimum wages and other statutory dues go on revision during operation of the agreement.
17. **No other dues on any account** shall be payable by the **OPTCL** except the **rates of wages and supervision charges agreed upon and subsequent revision** thereof during the period of agreement as at Sl.16.
18. The bidder having sufficient experience and resources, 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.
19. In case no suitable bidder is available for all the units in the State, the applications of the bidders for the districts shall be considered accordingly.
20. The **Head Quarters Office, each Circle and Division** shall be treated as an **independent Unit** for the purpose of deployment of Security personnel and the successful bidder shall have to **execute an agreement** with the concerned head of the department of the **Head Quarters office or Circles or Divisions** as the case may be. **The executants of the respective Department /Circle / Division shall be the principal** in all respect. Any grievance / complaints shall be processed through the respective principal.
21. The **bidder** furnish copy of the **valid license** from the **Licensing authority** under the **Contract Labor (Regulation & Abolition) Act,1970** having jurisdiction of the respective Departments / Circles / Divisions / other Units before deployment of Security personnel in the respective units failing which the bid shall be summarily rejected. **The Agency shall also obtain Licence from the Home Deptt. Govt. of Orissa.**

22. On his being successful, the proportionate amount from **E.M.D** (i.e 0.5% of the ordered amount) **deposited by the bidder** will be retained by the OPTCL towards **Security Deposit** till subsistence of the contract. The balance amount of EMD shall be refunded to the Agency without interest.
23. That if it is found any amount payable by the bidder towards wages, allowances 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 right to recover the deficit amount through other modes of recovery, including the right to **terminate the agreement** by giving **three months notice**.
24. The executants of the respective units of **OPTCL** shall provide **duty sheds, Telephones, fire control equipments, furniture and other facilities** at the relevant duty place of the Security staff.
25. 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 / employees so also the statutory dues, etc. He shall also be liable to indemnify OPTCL against all losses, damages caused to any commission and omission on the part of the Security personnel deployed by him.
26. The period of contract shall be initially for a duration of **12 months** from the date of agreement and can be extended for a further period taking into account the requirement of the respective Office / Circle / Division of the OPTCL and performance of the bidder.



27. The agreement is terminable by giving **three months notice** from either side during the period of agreement or on completion of 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 on that event the EMD / Security Deposit shall be forfeited.**
28. The bidder shall **undertake** not to **sublet** the work order to other Security Agencies.
29. The bidder shall **undertake to abide by the terms and conditions** appended to this instruction on being successful in the bid.
30. The undersigned 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.
31. The **Technical bids** shall be **opened** on the scheduled date and time at **03.00 PM on 16.04.2011, in the Conference Hall of Corporate Office of OPTCL, Bhubaneswar** in the presence of the representatives of the Agencies, if any, who wish to be present on the spot at that time.
32. The **Financial Bid** of only those tenderers will be opened **whose Technical bids are found in order.** The **Financial bids** shall be opened at **05.00 PM on 16.04.2011 in the Conference Hall of Corporate Office of OPTCL, Bhubaneswar** in the presence of the representatives of the Agencies, if any, who wish to be present on the spot at that time.

**TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCIES**

1. The tendering Agencies should fulfill the following technical specifications :

(a) The registered office or one of the branch offices of the Agencies should be located within the jurisdiction of the Corporate Office of OPTCL / Field Units of OPTCL where the Guards are actually deployed. Besides, if the Department/Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s) ;

(b) They should be registered with the appropriate registration authority ;

(c) They shall also be obtained Licence from the Home Deptt. of Govt. of Orissa ;

(d) They should have at least five years experience in providing minimum 150 (One hundred fifty) Security personnel in Government Departments, Public Sector Undertakings etc ;

(e) They should have their own Bank Account ;

(f) They should be registered with Income Tax and Service Tax departments ;

(g) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

(h) Minimum turn-over requirement must not less than Rs. 50 Lakhs for the temporary deployment of Security personnel during the last two years (each year) which will be determined from the Audited Balance Sheet of Profit & Loss.

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

[ As per provisions of Section – 10 of the Private Security Agencies (Regulation) Act,2005 &  
Section – 6 of Home Department Notification No. 225/2009 dated 25.06.2009 ]

1. Should be above 21 years of age and not exceeding 40 years.
2. Should have possessed Physical Standards as indicated hereunder. Failing of which the agreement of the concerned Agency is terminable and the EMD / Security Deposit shall be forfeited.

**ADHERENCE TO MINIMUM PHYSICAL STANDARDS FOR :-**

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

- |                |  |
|----------------|--|
| 1. Height :    | <b>160 C.M</b>   |
| 2. Weight :    | <b>55 K.g</b>  |
| 3. Chest :     | <b>80 C.M</b><br><b>(Normal)</b><br><b>84 C.M</b><br><b>(Expanded)</b> |
| 4. Eye sight : | <b>Far – 6/6 : Near 0.6 / 0.6</b>                                      |

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

- |                |  |
|----------------|--|
| 1. Height :    | <b>155 C.M</b>   |
| 2. Weight :    | <b>50 K.g</b>  |
| 3. Chest :     | <b>76 C.M</b><br><b>(Normal)</b><br><b>81 C.M</b><br><b>(Expanded)</b> |
| 4. Eye sight : | <b>Far – 6/6 : Near 0.6 / 0.6</b>                                      |

Besides that everybody should have knock knee, flat foot and able to run one Kilo Meter in six minutes. Free from any hearing defect and able to hear and respond to the spoken voice and alarms generated by security equipments. 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.

**APPLICATION - TECHNICAL BID**

**For Deployment of Security Personnel in OPTCL**

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

- 1. Name of the Agency : \_\_\_\_\_
  
- 2. Details of Earnest Money Deposit : DD No. \_\_\_\_\_ date \_\_\_\_\_  
Of Rs. \_\_\_\_\_ drawn on Bank  
\_\_\_\_\_
  
- 3. Name of Proprietor / Partner / Director : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 4. Full Address of Registered Office of Agency : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
  
- 5. Full address of Operating / Branch Office of Agency : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
  
- 6. Name & telephone no. of Authorized officer/person to liaise with Field Office(s) : \_\_\_\_\_

7. Banker of the Manpower Service Provider : \_\_\_\_\_  
 (Attach certified copy of statement of \_\_\_\_\_  
 A/c for the last Two years) \_\_\_\_\_

Telephone Number \_\_\_\_\_  
 Of Banker

8. PAN / GIR No. : \_\_\_\_\_  
 (Attach attested copy)

9. Service Tax Registration No. : \_\_\_\_\_  
 (Attach attested copy)

10. E.P.F. Registration No. : \_\_\_\_\_  
 (Attach attested copy)

11. E.S.I. Registration No. : \_\_\_\_\_  
 Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last two  
 Financial Years. (As per Audited report of Profit and Loss)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2008 - 09		
2009 – 10		

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

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last five years in the following format ( if the space provided is insufficient, a separate sheet may be attached) :

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	No		From	To

15. Additional information, if any  
(Attach separate sheet, if required)

Signature of authorized person

Name:

Seal :

Date:

Place:

**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Sri \_\_\_\_\_ Proprietor / Director / authorized  
signatory of the Agency, mentioned above, am competent to sign this declaration and execute this  
tender document ;
  
2. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them ;
  
3. The information / documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that  
furnishing of any false information / fabricated document would lead to rejection of my tender at any  
stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person  
Full Name:  
Seal :

Date:  
Place:

**APPLICATION – FINANCIAL BID****For Deployment of Security Personnel in OPTCL**

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

1. Name of tendering Agency :
2. Rate per person per month (8 hours per day)  
inclusive of all statutory liabilities, taxes etc. :-

Sl. No.	Description of Security personnel	Monthly Rate per Security Personnel						
		Total Wages / Remuneration	E.P.F	E.S.I	Other Statutory dues, if any	Service Charges	Service Tax	Total per person
1.	Unarmed Guard							
2.	Armed Guard							
3.	Supervisor							
4.	Asst. Security Officer							

Date :  
Place :

Signature of authorized person  
Full Name:  
Seal :

**Notes :-**

1. *The total rates quoted by the tendering agency should be inclusive of all statutory liabilities in force at the time of entering into the contract.*
2. *The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each Security personnel.*
3. *Deployment of Supervisor & Asst. Security Officer as per requirement of the OPTCL.*



## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence **after the date of issue of offer of deployment order** and shall continue **till completion of one year** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, reach of contract etc or change in requirements.
2. The Agreement shall **automatically expire** on completion of **one year** from the date of engagement of the Security personnel unless extended further by the **mutual consent** of the **Agency** and the **Authority of OPTCL**.
3. 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 **Agency** and the **Authority of OPTCL**.
4. The 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 the prior written consent** of the **Authority of OPTCL**.
5. The requirement of the Security personnel may further increase or decrease marginally, during the period of initial contract also and the Agency would have to provide additional manpower services, if required, on the same terms and conditions.
6. The **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 it is found to be false at any stage, it would be deemed to be a **breach of terms of Agreement** making it **liable for legal action** besides **termination of the Agreement with notice and EMD / Security Deposit** shall be **forfeited**.
7. The **Authority of OPTCL** reserves the right to **terminate** the Agreement during initial period also after giving **three months** notice to the **Agency**.
8. The **Security personnel** deployed shall be required to **report for work** as per the direction issued by the **Units Head** and have required to work for **eight hours in a day**. **No extra**

**remuneration in shape of over time shall be allowed to any Security personnel in the event of deployment of Security personnel by the Agency beyond eight hours a day.** In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. The **Agency** shall nominate a **Supervisor** who shall be responsible for immediate interaction with the **Unit Heads** where the personnel are to be deployed so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of **Security personnel** deployed in **Head Qrs. Office / Circles / Divisions and other units of OPTCL located in the different District of the State of Orissa** will in no way be **liable**. It will be the responsibility of the **Agency** to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and **adduce such evidence** as may be required by the **Authority of OPTCL**.
11. For all intents and purposes, the **Agency** shall be the “**Employer**” within the meaning of different Rules & Acts in respect of **Security personnel** so deployed. The persons deployed by the **Agency** shall **not have any claim** whatsoever like employer and employee relationship against the **Authority of OPTCL**.
12. The **Agency** shall be solely responsible for the **redressal of grievances or resolution of disputes** relating to **Security personnel**. The **Authority of OPTCL** shall, in no way, be responsible for settlement of such issues whatsoever.
13. The **Authority of OPTCL** shall not be **responsible** for any financial loss or any injury to any **Security personnel** deployed by the **Agency** in the course of their **performing the functions/ duties, or for payment towards any compensation**.
14. The **Security personnel** deployed by the **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.
15. In case of **termination** of this **Agreement** on its expiry or otherwise, the **Security personnel** deployed by the **Agency** shall **not be entitled to and shall have no claim** for any **absorption** in regular or other capacity.

16. The **Security personnel** deployed shall **not claim any benefit or compensation or absorption or regularization of deployment** 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 **Agency**.
17. The **Agency** must be **registered** with the concerned Govt. Authorities, i.e. **Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc.**, and a copy of the registration should be submitted. The **Agency** shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost \*. The **Agency** shall also be obtained Licence from the Home Deptt.of Govt. of Orissa.
18. The **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 Agency. The Agency shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The **Security personnel** deployed by the **Agency** should have **good police records and no criminal case should be pending against them**.
20. 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 **Agency** shall be **responsible for any act of indiscipline on the part of the Security personnel** deployed.

The **Agency** shall also supply **Dress / Uniforms and other equipments** to the **Security personnel** at its **own cost and expenses**.

## **LEGAL**

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

22. The **Agency** shall be **responsible** for compliance of **all statutory provisions** relating to minimum wages payable to different types of Security personnel deployed with the Authority of OPTCL. The **Authority of OPTCL** shall have no liability in this regard.
23. The **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. Attested Xerox copies of such documents shall be furnished to the concerned **Authority of OPTCL**.
24. The **Agency** maintain all **statutory Registers** under the Law and shall produce the same, on demand, to the Authority of OPTCL or any other authority under Law.
25. 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 Unit Heads of OPTCL where the Security personnel are to be actually deployed.

*\* Note :- Registration/License under the Contract Labour (Regulation and Abolition) Act,1970 is applicable to Manpower Service Provider employing more than 20 workmen.*

26. In case, the **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 **Performance Security Deposit** of the **Agency**, to the extent of the loss or obligation in monetary terms.
27. The **Agreement** is **liable to be terminated** because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The **Authority of OPTCL** will have no liability towards non-payment of remuneration to the Security personnel deployed by the Agency and the outstanding statutory dues of the Agency to statutory authorities.

In case of any **loss or damage** is caused to the property of **OPTCL** due to lapses on duty by the **Security personnel** deployed by the Agency, the same shall be recovered from the

**unpaid bills or adjusted** from the **Performance Security Deposit**. In the event of loss is more than the Performance Security Deposit and unpaid Bills, the Agency shall be liable to pay the excess amount.

28. Any dispute or difference under or arising out of or in respect of the Contract, may be referred to the sole **Arbitrator** to be appointed by the **Managing Director / Chairman, OPTCL, Janpath, Bhubaneswar** and his decision in the matter on the dispute will be final and binding on both the parties.

### **FINANCIAL**

29. The **Technical Bid** should be accompanied with an **Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Rupees Six Lakhs) only**, refundable without interest in the form of **Demand Draft / Pay Order** drawn in favour of **D.D.O (Head Qrs.), Corporate Office of OPTCL, Bhubaneswar** failing which the tender shall be **rejected** out rightly.
30. The **Earnest Money Deposit** in respect of the **Agency** who do not qualify the **Technical Bid (First Stage) / Financial Bid (Second competitive stage)** shall be returned to them without any interest **after finalization of the Tender**. In case of successful tenderer if the Agency fails to deploy the required Security personnel against the initial requirement within 30 days from date of placing the order the **EMD** shall stand **forfeited** without giving any further notice. In case of successful tenderer, the **E.M.D** amount will be converted to to the **Security Deposit**.
31. The **successful tenderer** will have to deposit a **Security Deposit** equal to **one month employee cost including statutory dues** in the form of **Fixed Deposit Receipt (FDR)** made in the name of the **Agency** but **hypothesize** to the **D.D.O (Head Qrs.), Corporate Office of OPTCL, Bhubaneswar** covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
32. The **successful tender** will have to deposit a **Performance Security Deposit @ of 10% of the work order value** in the form of **Bank Guarantee** from only Nationalized Bank drawn in favour of the **D.D.O (Head Qrs.), Corporate Office of OPTCL, Bhubaneswar** covering the period of contract. In case, the contract is further extended beyond the initial period, the

Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the Agency.

33. In case of breach of any terms and conditions of the agreement, the **Performance Security Deposit** of the Agency shall be liable to be **forfeited** besides annulment of the Agreement.
34. **The successful bidder** shall raise bill in quoting **Order No. and date** for the payment of **Security personnel with certificate to the concerned Officer / D.D.O of OPTCL** for every month and **payment shall be made by the 7<sup>th</sup> of the following month.**
35. The bills shall be submitted with all the particulars i.e **Names of Security personnel, Account No with amount of deductions made from the monthly salary / wages towards E.P.F & ESI of individual Security Personnel, Employer's share E.P.F & E.S.I contribution** along with **Challans / Vouchers of the preceding month with signature of M.D / Chief Executive or the Authorized Representative of the bidder, absentee statement of the Security personnel** of the previous months **to the concerned Officer / D.D.O of OPTCL** for verification. Failure to comply the above, the Officer concerned / D.D.O of the respective units of OPTCL has rights to **withhold** the payment of the bills. Any interest / penalty imposed on the Agency by the Statutory Authorities shall be liable to pay such interest / penalty by the Security Agency and OPTCL shall not be held responsible in respect of statutory deposits.
36. **The bidder shall have no claim** whatsoever against the **OPTCL** for any loss / damage caused to the Agency / Firm 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 bidder** shall resume the work as soon as such accountability has ceased to exist of which the respective units 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 in the respective units of **OPTCL**.

37. The Authority of OPTCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
38. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority of OPTCL, who has executed the agreement, is located.
39. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.
40. The **Security Agency** shall furnish the **records / documents / Orginal Vouchers / Challans** in respect of Statutory Deposits in respect of the **Security Personnel** to the **Officer concerned of OPTCL** as and when required, failing which the **Management** has every rights to **terminate the contract with one month notice** to that effect.

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

1. Application – Technical Bid;
2. Attested copy of registration of Agency;
3. Certified copy of the statement of bank account of agency for the last two years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency ;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages.....  
in Tender Document with each page duly signed and sealed  
by the authorized signatory of the agency in token of their acceptance;
12. Contract Labour Licence

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY  
BEFORE DEPLOYMENT OF SECURITY PERSONNEL**

1. List of Manpower shortlisted by agency for deployment with OPTCL containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. The details of standard pattern of Uniforms (Summer, Winter and Rainy) supplied by the Agency .
4. Any other document considered relevant.