



**ORISSA ELECTRICITY REGULATORY COMMISSION  
BIDYUT NIYAMAK BHAVAN, UNIT-VIII  
BHUBANESWAR – 751012**

PHONE: 0674 - 2396117/2393097/2393606

FAX: 0674 – 2393306/2395781

**Tender for Engagement of Security Agency**

Sealed tenders are invited from **reputed security** agencies for providing security services to OERC. Details of tender conditions are available in OERC website [www.orierc.org](http://www.orierc.org)

(K.S. Biswal)  
**Dy. Director (P&A)**

**Copy communicated for information & necessary action to:**

- (i) Public Affairs Officer, OERC for publication of this tender notice in one English & Oriya daily.
- (ii) Jt. Director (IT), OERC for putting the tender document in the OERC website.
- (iii) Accounts Officer, OERC.

**ORISSA ELECTRICITY REGULATORY COMMISSION**  
**BIDYUT NIYAMAK BHAVAN, UNIT-VIII**  
**BHUBANESWAR – 751012**  
PHONE: 0674 - 2396117/2393097/2393606  
FAX: 0674 – 2393306/2395781

**SECTION - I**

**TENDER NOTICE NO.OERC: ADMN: 06/**

Sealed tenders in two parts are invited from registered & reputed Security Agencies having valid contract Labour license with a minimum of 3 years of continuous relevant work experience in supplying Security Services to Central Govt./CPSU/Other reputed organizations for providing security services to OERC on the terms & conditions specified herein.

Sl. No	Description of Job	Cost of tender documents (Non-refundable) (in Rs.)	Period of Sale of tender specification	Last date & time of for submission of tender	Due date and time of opening of tender	EMD to be deposited with the tender
1.	Providing Security Personnel for watch and word activities at OERC Office, Ombudsman Office & Chairperson's residence at Bhubaneswar.	Rs.4160.00 (Rs.4000.00 +4% VAT)	10.07.2010 to 24.07.2010 (during working days and on working hours only)	24.07.2010 up to 01.30 PM	24.10.2010 at 03.30 PM (Techno-Commercial bid)	EMD @1% to be deposited with the tender.

The detail tender specification can be obtained on payment of Cash at OERC Counter/Bank Draft/Banker's Cheque from any Nationalized Bank/Scheduled Bank in favour of "OERC, payable at Bhubaneswar". Interested tenderer may obtain the tender specification by Registered post against payment (in shape of bank draft) of an additional cost of Rs.100/- for postal charges. The tender documents can also be down loaded from OERC website [www.orierc.org](http://www.orierc.org) and tender can be submitted along with the cost of tender paper.

If the date of receipt & opening of tender happens to be a holiday, the next working day will be the corresponding effective date.

(K.S. Biswal)  
**Dy. Director (P&A)**

## INSTRUCTIONS TO TENDERERS

1. The tenderers are requested to go through the tender specification & examine the detail terms and conditions as laid down in Sec-I & II of the tender specification and fully acquaint themselves to all the conditions and matters before quoting. Acceptance of Tender will be on the basis of the following conditions.
  - a) Only those who have paid the cost off the tender specification can submit their offer.
  - b) Incomplete, conditional offer, offer containing vague and indefinite expression such as “subject to immediate acceptance, conditions apply, subject to condition, authorized to participate etc.” will be rejected.
  - c) The tenderers should not write their name or any other information on the body of the sealed envelopes.
  - d) Tender received telegraphically or by Fax shall not be accepted in any circumstances and same will be rejected.
  - e) OERC takes no responsibility for any loss of documents /delay/non-receipt of tender specification/ tender sent by post or by any other arrangement.
  - f) Tenders received after due date & time will not be considered.
  - g) No post tender correspondence by the participated firm/agency will be entertained.
  - h) Any deviation should be clearly indicated and justified failing which, tender may be rejected.
  
2. **E.M.D. AMOUNT:** The tender shall be accompanied with a Demand draft/ Banker’s cheque amounting of **Rs.5, 000/-** (i.e 1 % of the estimated cost) as Earnest Money Deposit drawn on any Scheduled/Nationalized Bank in favour of OERC payable at Bhubaneswar. Tender without EMD amount will be out-rightly rejected.
  
3. **VALIDITY:** The offers with validity less than 120 days from the date of opening of tender will be liable for rejection.
  
4. **PRICE:** The price quoted shall be FIRM and should not be less than the minimum wages prescribed by Govt. of Orissa for the specified category of Security Personnel. The price should be clearly indicated in the prescribed format (Annexure –III) of price bid (Part – II).
  
5. **DOCUMENTS REQUIRE FOR SUBMISSION OF TENDER:** - The tenderer is required to submit the following authenticated documents along with tender without which the tender will be rejected. The tenderer is required to furnish experience certificate of last 3 years from Central Govt./Central Govt. Public Sector undertaking, reputed organizations such as Infosys, Wipro, TCS etc. where they have provided security service in support of their experience.
  - i) Photo copy of registration of the firms with Government Deptt.
  - ii) Proof of experience for 3 years along with copies of work order/agreement.
  - iii) Photo copy of Income Tax PAN Card.
  - iv) Photo copy of valid Service Tax Registration Certificate.

- v) Photo copy of the valid Registration Certificate (Employer's Code Number) issued by the RPFC Authority in the name of the Agency/Firm as per the EPF Scheme.
- vi) Photo copy of valid Registration Certificate (Employer's Code Number) issued by the competent authority in the name of the Agency/Firm under ESI Scheme.
- vii) Photo copy of Valid Labour License issued by the competent authority in the name of the Agency/Firm under the Contract Labour (R & A) Act. 1970. Apart from this, the tenderer has to fill up the form mentioned in Annexure – I, II & III (Price schedule) of Section – III and submit the same within the scheduled time.

6. **SCHEDULE OF REQUIREMENT:**

**Details of Security Post (With Lathi - 11)**

- i) OERC Office - 7 Nos. - Security guard with lathi per day.
- ii) Chairman's Residence - 3 Nos. - Security guard with lathi per day.
- iii) Ombudsman office - 1 No. - Security guard with lathi per day.

However, the place of posting may be changed and the Nos. of person may be increased/decreased from time to time as directed by the competent authority.

7. **PROCEDURE FOR SUBMISSION OF TENDER:** Tender must be submitted in sealed envelopes in two parts and addressed to the Dy. Director (P&A), OERC, Bhubaneswar. Part-I of the offer shall contain the tender documents duly signed by the authorized signatory along with cost of tender paper, EMD, Annexure – I & Annexure – II. The Part-II of the tender i.e. the price bid shall contain the price schedule for providing Security Services in (Annexure – III). Both parts shall be sealed in separate envelopes super scribing on the envelope "Tender for Providing Security Service to OERC". The same shall be submitted in person / by registered post/ couriers.
8. The authority reserve the right to reject any or all tenders without assigning any reason thereof.

**(K.S. Biswal)**  
**Dy. Director (P&A)**

## **SECTION – II**

### **GENERAL TERMS AND CONDITIONS**

#### **1. SCOPE OF WORK**

- \* To provide Security Guard with Lathi, Whistle, Torch Light & Other gadgets as and when required for watch & word activities of OERC Office, Ombudsman's Office, Chairman's Residential Office and any other places as and when required by Dy. Director (P&A)/Secretary.
- \* To protect against theft, burglary. Trespassing, prevention of any untoward incidents in and around the OERC Office and any other areas in the interest of OERC. In any such event, the Security Personnel should inform the OERC Officials including Police, immediately.
- \* To check all Visitors, materials etc. in to the premises & from the premises and maintain records thereof.
- \* To provide assistance in case of strike, riots, and labour unrest, emergencies to give protection to employees of OERC and its property at the time of theft, damages and sabotages. They should immediately inform the concerned OERC Officials on the matter.
- \* To collect information intelligently and take appropriate steps to prevent untoward incidents and inform the Dy. Director (P&A)/Secretary promptly for necessary action. They will also assist in proper parking of Vehicles etc.
- \* To provide assistance to put off fire in the Office and any other areas within the OERC premises including office and informing fire brigade.
- \* To keep watch of Office Vehicles, Cycles, Two-wheelers & Four-wheelers of the Employees/Officers in the parking space provided in the OERC Office premises.
- \* To maintain registers/ records relating to those activities covered under the scope of the work as per the instructions of OERC from time to time.

#### **2. Eligibility Criteria of Security Personnel**

- a. All the Security Personnel shall have been covered under EPF & ESI Scheme well before their deployment in OERC.
- b. The minimum qualification of the security guard with lathi shall be pass in 10<sup>th</sup> standard.
- c. The height of the Security guards should not be less than 5'6". Preference will be given to Ex-army/military/police personnel with good physiques, sound mental health, good eyesight and excellent hearing abilities. They should be well trained in the areas of security & fire fighting equipments.
- d. The Security Guard deployed shall be provided with the Uniform, Cap, Name Plate, Shoulder Title, Rain Coat, Belt, Umbrella and Shoes as prescribed by the agency in consultation with Dy. Director (P&A), OERC and they should wear the same during their duty hours.

- e. The Security Personnel should be well trained in the field of safety & security, fire fighting, disaster management.
- f. Age of Security Personnel should be within 18 years to 50 years.
- g. The Security Personnel should not maintain any relationship with the employees of OERC or visitors or suppliers to OERC.

**3. Security Deposit:**

The successful bidder will be required to submit a security deposit amounting to Rs.50,000/- (Rupees Fifty thousand) only before execution of agreement. The Security Deposit amount shall either be deposited in shape of Demand Draft/Pay Order drawn on any Scheduled/Nationalized Bank in favour of OERC, payable at Bhubaneswar OR in shape of composite bank guarantee of Rs.50,000/- from any Scheduled/Nationalized Bank executed in a non-judicial stamp paper of Rs.20/- (Rupees twenty) or any amount as per Orissa Stamp Duty Act., strictly as per proforma enclosed with work order or NSC/Fixed Deposit pledged in favour of OERC. The Bank Guarantee should be valid for 18 months from the date of issue of the work order. The confirmation letter of the concerned bank should be sent along with the bank guarantee.

- a. No adjustment towards security deposit will be made against any outstanding amount.
- b. The security deposit shall be refunded only after satisfactory execution and completion of the contract.
- c. No interest will be paid on security deposit amount.

In the event of any default in all or any of the condition set forth and provided in the work order, OERC may forfeit the whole amount of the Security Deposit.

**4. Agreement :**

The successful tenderer will be required to execute an agreement within 7 days of issue of work order with the Dy. Director (P&A) of OERC in a non-judicial stamp paper amounting to Rs.20/- (Rupees twenty only) before execution of the work.

**5. Period of Contract and Cancellation of Agreement:**

- i) The period of contract is initially for one year from the date of agreement. On successful completion of the contract, if OERC desires, the contract period can be extended further on mutual consent.
- ii) OERC reserves the right to terminate the contract without assigning any reason thereof, at any time during the period of contract by giving 30 days notice of its intention to do so. In the event of any such termination of the contract, the firm/agency shall only be entitled for the amount of services actually provided under the contract till the termination of contract, subject to deductions, if any, under the terms & conditions of contract. No other claims can be allowed or considered.

**6. Tenderer's Responsibility & Liability:**

- i) The working hours will be on shift basis (three shift i.e., A, B & C & General Shift, each shift for 08-00 hrs.) on all days through out the year.

- ii) The Tender should remain valid at least for a period of 120 days from the date of opening of the tender.
- iii) The Agency shall not engage any security personnel continuously for 16 hours. In such case prior permission must be obtained from the Dy. Director (P&A) giving sufficient reason for such engagement.
- iv) The Security Agency shall furnish the bio-data & photograph of the personnel to be deployed in OERC for watch & word activities for approval. After approval of the same, deployment can be made.
- v) The Security Agency shall have a turnover of Rs.10,00,000/- (Rupees Ten lakhs) only per Annum for having executed security service to the reputed Organizations/Central Govt. Organisation/CPSU for the last 3 years.
- vi) The firm must have a minimum strength of 50 security personnel in their regular employment (proof may be attached).
- vii) The Agency has to ensure that the persons deployed in OERC were not involved in criminal activities & should produce police verification report to OERC.
- viii) If any security personnel is found to be guilty of his conduct in any matter, the concerned personnel will be replaced within 24 hours. Such persons shall not be redeployed in OERC.
- ix) The Agency shall ensure that their security personnel wear neat & clean uniform while on duty & also be disciplined and avoid consumption of alcohol, smoking etc. while on duty.
- x) The Security Agency shall be responsible for compensation to any of his workmen under the Workmen's Compensation Act, 1923. If any thing happens to them during their duty hours.
- xi) The Security Agency shall ensure & pay the wages and other statutory dues in respect of his employees during working hours within the first seven days of every succeeding month of wage period positively in the presence of the authorized representatives of the principal employer. The Security Agency shall disburse the wage with prior notice to their employees in presence of the authorized representative of the Principal Employer.
- xii) The Security Agency shall pay the Minimum wages declared by the State Govt. from time to time to the security personnel which excludes all statutory dues.
- xiii) The Security Agency shall comply to all statutory requirements as applicable from time to time and shall indemnify for any liability whatsoever for the lapses of non-compliance by them or his representative. In particular the Security Agency shall deposit contributions on account of EPF & ESI with concerned authority as applicable in each month and submits the proof of deposit of previous month along with the bill for reimbursement by OERC.
- xiv) The Agency shall have a mechanism for surprise checking of at any time in the right and during holidays to ensure the alertness of the security personnel. OERC officials will also make surprise checks at any time. If any one found is neglecting his duties then action as deemed proper will be taken.
- xv) In the event of any dispute arising out of or in relation to the job contract, the same shall be referred to the Secretary, OERC, Bhubaneswar whose decision shall be final and binding.

7. **PENALTY:** If the service undertaken by the contractor is not up to satisfaction;
  - i) OERC may at its own discretion impose financial penalty on the Security Agency. OR
  - ii) Full or part of the amount of bill will be withheld /deducted from the monthly bill or security deposit as the case may be without any notice.
  
8. **PAYMENT OF BILL:** The Security Agency should submit the monthly bill in duplicate to the officer in-charge i.e., Dy. Director (P&A) during 1<sup>st</sup> week of the succeeding month for verification by the officer in-charge. The following documents are to be submitted along with the bill. Accounts Officer, OERC is the paying officer.
  - i) Original attendance acquaintance duly signed by the employees and counter signed by the Dy. Director (P&A) on the body of the acquaintance.
  - ii) Document towards deposit of EPF & ESI, if claim is made for reimbursement of the same from OERC on the particular month.
  - iii) Certification by the Dy. Director (P&A) towards satisfactory performance.
  - iv) Monthly payment will be made in shape of A/c payee cheque only.
  
9. **INSURANCE:** The firm has to insure the employees at his own cost. OERC Ltd. will not be held responsible for any incidental/Accidental expenses.
  
10. **ACCIDENT:** The firm shall indemnify OERC against any loss due to accident caused by negligence of the security personnel of the firm. If it is proved that damage to equipment or theft is due to negligence of the Security Guard of the firm, the firm has to bear the actual expenses failing which it shall be recovered from the security deposit.
  
11. **JURISDICTION OF HIGH COURT OF ORISSA:** Suits, if any arising out of the contract can be filed by either party in a court of law to which the jurisdiction of the High Court of Orissa extends.

Sd/-  
(K.S. BISWAL)  
DY.DIRECTOR (P&A)



**PART – I**

**APPLICATION FORMAT**

<b><u>Sl.No.</u></b>	<b><u>Particulars</u></b>	<b><u>Details</u></b>
1.	Name of the Firm	:
2.	Detail Address with Phone/Fax No.	:
3.	Name, Address & Phone of the Proprietor	:
4.	PFC Registration No. and Employers Code No.	:
5.	ESI Registration No. & Employers Code No.	:
6.	Labour Contractor License No.	:
7.	PAN No.	:
8.	Sales Tax/VAT Regn. No.	:
9.	Details of payment of cost of Tender Paper	: (i) If cash, OERC MR No. : : (ii) If DD/PO, Bank's Name: : (iii) DD/PO No. : : (iv) Date :
10.	Details of EMD	: (i) DD/PO No. : : (ii) Date : : (iii) Bank Name : : (iv) Amount :

Place:  
Date:

**Signature of the authorized Person  
(Seal of the Organisation)**

**PART – I**

**PROVIDING SECURITY SERVICES AT ORISSA ELECTRICITY REGULATORY  
COMMISSION OFFICE, OMBUDSMAN OFFICE AND  
CHAIRMAN’S RESIDENCE AT BHUBANESWAR.**

Mark where necessary (YES / NO)

<b>Sl. No.</b>	<b>Documents</b>	<b>Submitted/Not submitted</b>	<b>Remarks</b>
1.	Attested copy of Registration of the firms with Govt. Deptt.		
2.	Proof of experience of last 3 years		
3.	Attested Photo copy of the Registration Certificate and Employers code No. issued by the RPFC Authority.		
4.	Attested Photo copy of the Registration Certificate under ESI Authority and Employer’s Code No.		
5.	Attested Photo copy of Valid Contract Labour License, issued by appropriate authority under the Contract Labour (R & A) Act. 1970.		
6.	Attested Photo Copy of Income Tax PAN Card.		
7.	Attested Photo Copy of Service Tax Certificate/Registration.		

I undertake that I have gone through the tender conditions and agreed to all such condition.

**Signature of the Bidder**

**Complete Address**

**Full Name of the Bidder**

**Seal of the Establishment**

**Date:**

**Place:**

**PART-II**

**PRICE SCHEDULE**

<b>JOB DESCRIPTION</b>	<b>DETAILS OF RATE PER MAN-MONTH INCLUDING ALL STATUTORY PAYMENTS AND TAXES (Rs.)</b>	<b>REMARKS</b>
Security Guard with lathi for watch and ward activities at various points of OERC Office, Ombudsman's Office, Chairman's residence.	(A) (i) Wages Per Man-per-Month for Security Guard with Lathi <input type="text"/>  (ii) Service Charges claimed by the tenderer. <input type="text"/>  (iii) Rate of EPF & Amount <input type="text"/>  (iv) Rate of ESI & Amount <input type="text"/>  (v) Rate Bonus & Amount <input type="text"/>  (vi) Service Tax <input type="text"/> Total wages per man month for Security Guard <input type="text"/>  (B) EPF&ESI with Lathi as applicable shall be reimbursed by OERC on production of documents/evidence.	

**(Rate should be quoted both in words and in figures)**

**Signature of the Bidder**

**Complete Address**

**Full Name of the Bidder  
Date:**

**Seal of the Establishment  
Place:**