



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

PHONE: 0674 - 2396117/2393097/2395886

FAX: 0674 – 2393306/2395781/2395886

Tender Notice

Sealed tenders are invited from intending security agencies for providing security services to OERC. Details of tender conditions are available in OERC website www.orierc.org

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

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

PHONE: 0674 - 2396117/2393097/2395886

FAX: 0674 – 2393306/2395781/2395886

TENDER SPECIFICATION NO. OERC: ADMN: 06/2008

TENDER PAPER

FOR

**“PROVIDING SECURITY SERVICES AT OERC OFFICE, OMBUDSMAN’S
OFFICE & CHAIRMAN’S RESIDENCE, BHUBANESWAR”.**

Sold against:

Bank Draft No. /Banker Cheque No./OERC Money receipt No. -----dtd. -----

Approximate Estimated cost: - Rs. 5, 00,000.00 (Rupees Five lakh) only.

Cost of the tender paper: - **Rs. 4,160.00** (Rs. 4,000.00 + VAT @ 4 %)

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

TABLE OF CONTENTS

SECTION - I	-	TENDER NOTICE AND INSTRUCTIONS TO TENDERERS
SECTION - II	-	GENERAL CONDITIONS OF CONTRACT
SECTION - III	-	SCHEDULE OF PRICE

SECTION - I
TENDER NOTICE & INSTRUCTION TO TENDERER

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

PHONE: 0674 - 2396117/2393097

FAX: 0674 – 2393306/2395781/2395781

TENDER NOTICE NO.OERC: ADMN: 06/ 2008.

Sealed tenders in two parts and in duplicate are invited from the registered agencies having valid contract Labour license with a minimum 5 years of continuous relevant experience for the work as mentioned below under OERC, Bhubaneswar.

Sl. No	Description of Job	Cost of tender specification (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 personnel for Security Service at OERC Office, Ombudsman Office & Chairperson's residence, BBSR.	Rs.4160.00 (Rs.4000.00 +4% VAT)	26.12.2008 to 10.01.2009 (during working days and on working hours only)	10.01.2009 up to 01.30 PM	10.01.2009 at 03.30 PM (Techno- Commercia l bid)	EMD @ 1% to be deposited with the tender.

The tender will be opened on the date and time as mentioned above in the office chamber of the Secretary in presence of the tenderers or their authorized representatives, if any.

The details tender specification can be obtained on written application from the office of the Secretary in person during office hours on all working days from the date mentioned above on payment of cost of tender specification (Non-refundable) as stated above in shape of Bank Draft/Banker's Cheque from any Nationalized Bank/Scheduled Bank in favour of "Orissa Electricity Regulatory Commission, payable at Bhubaneswar". Interested tenderer may obtain the tender specification by Registered post against payment in shape of bank draft, with an additional cost of Rs.100/- for postal charges. The tender documents can also be down loaded from OERC website www.orierc.org and tender can be submitted along with required documents and the cost of tender paper in

shape of Demand Draft/Banker's Cheque. The authority will not be held responsible for any postal delay or loss of tender specification in postal transaction. The tenders by fax, after due date and time, conditional tender, incomplete tender will be rejected.

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

The two part tender shall contain the Techno commercial bid, Price bid and EMD. The techno-commercial bid. Price bid and EMD should be sealed in separate envelop. All the three sealed envelop should again be sealed in one envelop super scribing the tender No., date of opening and name of work. The name and address of the tenderer must not be mentioned on the envelope.

The following information/ authenticated documents shall be submitted along with the techno-commercial bid.

- (i) Documents as specified in the Tender Specification.
- (ii) Attested copy of Valid EPF registration certificate, ESI Registration Certificate, Firm Registration Certificate, Valid Labour Licence from competent authority.
- (iii) Attested copy of Valid I.T. PAN card, I.T.C.C., Service Tax Certificate, S.T.C.C. in favour of Agency or firm.

No post-tender correspondence by the participated firm/agency will be entertained. Tenderers are requested to go through the detail tender notice before purchasing the tender document. The Authority reserves the right to reject any or all tenders without assigning any reason thereof. For detail terms & conditions tenderers are requested to go through the tender specification.

(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-II of the tender specification and fully acquaint themselves to all the conditions and matters before quoting. Should a tenderer find any discrepancies or omissions from the specification or other documents, or be in doubt as to their meaning, he should at once intimate by a letter to the authority and obtain clarification in writing. This, however, does not entitle the tenderer to ask for time beyond the due date fixed for receipt of tenders.
 - a) Only those who have purchased 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 envelop.
 - 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. Tender without EMD amount will be out rightly rejected. The details regarding deposit amount has been indicated in clause No.2 of Section-II.
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 should be FIRM and should be in Indian Rupees. The details regarding quoting of price are indicated in Annexure -III of price bid format. No other price bid format will be considered. The rate quoted shall remain firm through out the period of the agreement.
5. **SECURITY DEPOSIT:** Successful bidder will be required to deposit an amount of Rs.50,000/- (Rupees Fifty thousand) only towards Security Deposit (i.e. 10 % of the Estimated cost) indicated in clause No.3 of Section-II.
6. **AGREEMENT:** The successful tenderer will be required to execute an agreement within 10 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. The detail regarding agreement is defined in clause No. 4 of Section-II of tender specification.
7. **DOCUMENTS SUPPORTING EXPERIENCE:** - The agency shall furnish the documents indicating name of the institution, specifically State Govt. / Central Govt. undertaking, reputed organizations where they have provided security service in support of their experience. Minimum period of experience should not be less than 5 years. Apart from this, proper care should be taken by the tenderer to submit the following information/authenticated documents in (Annexure – II) along with the tender otherwise the tender will be out rightly rejected.
 - i) Photo copy of registration of the firms with Government Deptt.
 - ii) Proof of experience for 5 years along with copies of work order/ agreement.
 - iii) Photo copy of Income Tax PAN Card.
 - iv) Photo copy of Service Tax Registration Certificate.
 - v) Photo copy of the Registration Certificate (Employer's Code Number) issued by the RPFC Authority in the name of the Contractor/ Firm as per the EPF Scheme.
 - vi) Photo copy of valid License issued by the competent authority in the name of the Contractor/ Firm under ESI Scheme.
 - vii) Photo copy of Valid License issued by the competent authority in the name of the Contractor/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 and Annexure – III (Price schedule) of Section – III and submit the same within the scheduled time.
8. **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.

9. **SUBMISSION OF TENDER DOCUMENTS:** 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 technical and commercial terms and conditions with deviations etc. along with Annexure – I & Annexure – II and Part-II of the tender documents shall contain the price schedule for providing Security Services in Annexure - III. Both parts shall be sealed in separate envelopes super scribing the details of the contents of Part-I (Commercial bid) or Part-II (Price bid) on the respective sealed envelopes. Both the sealed envelopes shall be kept in a common sealed cover super scribing on the body of envelope, the tender No. and date of opening of tender in the left top corner of the sealed envelope. The same shall be submitted in person / by registered post/ couriers.
10. **OPENING OF TENDER:** The tender will be opened in the office chamber of the Secretary, OERC, Bhubaneswar in presence/absence of tenderer or his authorized representative, if any, on the schedule date & time as specified in the tender notice & subsequent corrigendum if issued.

NB: If the date of receipt and opening, happen to be a holiday, the next working day will be the corresponding effective date.

The authority reserve the right to reject any or all tenders without assigning any reason thereof.

Sd/-
(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.
- * To provide Security Service for watch & word of OERC Office, Ombudsman's Office, Chairman's Residential Office and any other places as and when required by Dy. Director (P&A).
- * 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.
- * To check all Visitors, materials etc. and maintain records thereof.
- * To provide assistance in case of strike, riots, and labour unrest, emergencies, protection to employees of OERC and its property in the event of theft, damages and sabotages.
- * To collect information intelligently and take appropriate steps to prevent untoward incidents and inform the Dy. Director (P&A)/Secretary promptly for necessary action.
- * To provide assistance to put off fire in the Office and any other areas within the OERC premises.
- * To keep watch of vehicles (Cycles, Two-wheelers, Four-wheelers) in the parking space provided for the employees 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

- * Eligibility criteria of security personnel.
- * The minimum qualification of the security guard with lathi shall be pass in 10th standard.
- * 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.
- * The Security Guard deployed should wear the Uniform, Cap and Shoes as prescribed by the provider in consultation with Dy. Director (P&A), OERC.

3. E.M.D Amount:

The tender shall be accompanied with a Demand Draft/ Banker's cheque amounting of Rs.5, 000/- (Rupees five thousand) only as Earnest Money. Earnest Money shall be deposited in shape of Bank Draft/ Bankers Cheque drawn only on "State Bank of India"/ "Union Bank of India" in favour of "Orissa Electricity Regulatory Commission" payable at Bhubaneswar.

- a) After award of the contract, the EMD of all the unsuccessful tenderers will be returned.

- b) In case the successful tenderer fails to execute the order, the EMD will be forfeited.
- c) No interest will be paid on EMD amount.

N.B: Tender without EMD will be outrightly rejected and no further correspondences in this regard will be entertained.

4. 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/Cheque drawn on any nationalized bank in favour of Orissa Electricity Regulatory Commission, payable at Bhubaneswar OR in shape of composite bank guarantee of Rs.50,000/- from any 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 Deposite 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. The proof copy of the Security Deposit is to be produced to the Dy. Director (P&A) for making agreement.

5. Agreement :

The successful tenderer will be required to execute an agreement within 10 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. The contract will be effective from the date of agreement.

6. Period of Contract:

- 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 on satisfactory performance.
- ii) The company 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 all the amount for services actually provided under the contract till the termination of contract, subject to deductions, if any, under the terms of contract. No other claims can be allowed or considered.
- iii) In case of failure by the firm/agency to fulfill his contractual obligations, the OERC, reserves the right to cancel the contract without notice and the security deposit shall be forfeited in addition to any additional liability on the firm/agency towards risk and cost.

7. Tenderer's 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 tenderer shall provide security services as per instructions of the Dy. Director (P&A) from time to time.
- iv) The tender er shall submit a photo copy of valid contract labour license issued by appropriate authority for providing security services in concerned Central Govt./State Govt. PSUs/Autonomous Body/Retired Private Sector Organization under the Contract Labour (Regulation & Abolition) Act, 1970 along with the tender.
- v) The Contractor shall be responsible for compensation to any of his workmen under the Workmen's Compensation Act, 1923.
- vi) The Contractor 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 contractor shall disburse the wage with prior notice to their employees in presence of the authorized representative of the Principal Employer.
- vii) The contractor shall undertake to pay the Minimum wages declared by the State Govt. from time to time to the security personnels which excludes all statutory dues.
- viii) The contractor 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 the contractor or his representative. In particular the contractor shall, each month deposit contributions on account of EPF & ESI with concerned authority as applicable and submits the proof of deposit of previous month along with the bill. In this connection, the contractor shall furnish copies of EPF & ESI registration certificates along with Contract Labour License as a proof of coverage of his firm under EPF & ESI along with tender.
- ix) 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 and Bhubaneswar whose decision shall be final and binding.

8. 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 contractor. 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 OR
- iii) The company may terminate the contract at any time without any notice.

9. BILL: The contractor should submit the monthly bill to the Dy. Director (P&A) during 1st week of the succeeding month. The following documents are to be submitted along with the bill.

- 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.

- iii) Certification by the Dy. Director (P&A) towards satisfactory performance.
10. **INSURANCE:** The firm has to insure the employees at his own cost. OERC Ltd. will not be held responsible for any incidental/Accidental expenses.
 11. **ACCIDENT:** The firm shall indemnify OERC against any loss due to accident caused by negligence of the firm. If it is proved that damage to equipment/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.
 12. **PAYMENT:** Monthly payment will be made in shape of account payee cheque only within 7 days of receipt of correct bill duly verified by officer-in-charge .
 13. **PAYING OFFICER:** Accounts Officer, OERC, Kalyani Market Complex, Unit-VIII, Bhubaneswar.
 14. **OFFICER-IN-CHARGE:** Dy. Director (P&A), OERC, Bhubaneswar.
 15. **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

TENDER FORM

TENDER CALL NOTICE NO. OERC:ADMN: 06/ 2008

To

The Dy. Director (P&A),
OERC, Unit-VIII, Bhubaneswar – 12.

Sir,

We have gone through the above specification together with general terms and conditions therein:

1. We hereby offer to provide personnel for Security services at OERC Office and its Ombudsman's office and Chairman's residence inside Bhubaneswar as and when required as per the specification and general conditions at the rates entered in the attached schedule of prices in the tender.

2. We certify to have purchased a copy of tender document, vide OERC money receipt
No. _____ dtd. _____ of Book
No. _____.

iv) EMD particular : Demand Draft / Banker's Cheque vide
No. _____ dtd. _____ amount
Rs. _____ of Bank _____

SIGNATURE OF THE TENDERER
With Address & Phone Nos.

ANNEXURE-II

PART – I

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

Ref:- Tender Specification No.OERC:ADMN:06/2008

Mark where necessary (YES / NO)

Sl. No.	Documents	Submitted/Not submitted	Remarks
1.	Attested copy of Registration of the firms with Govt. Deptt.		
2.	Proof in experience of 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 and Attested Photo copy of the ESI Authority.		
5.	Attested Photo copy 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.		
8.	EMD Deposit details		
9.	Price Bid as per Tender Specification.		

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

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

(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:**