

**Pre-Bid Queries reply for Rate Contract for Hiring agency for Services of Security Guards at TPSODL, Odisha. -TPSODL-OT-22-23-103**

| Sr. No. | Detailed Reference to TPSODL Tender Document. Please specify Document No / Clause No / Page No | Description as per Bid Document   | Remarks - Query / Clarification   | TPSODL Response   |
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| 1       | 2  | 3   | 4   | 5   |
| 1       | Price Escalation Clause  | The prices shall remain firm during the entire contract period; however, the price shall be revised on account of any revisions in minimum wages and statutory compliances as published by Labor Department, Govt. of Odisha during the contract period. The revision shall be limited to an increase in minimum wages only as per the applicable category of the workforce. Service charges shall remain FIRM during the entire contract period. | Bidders are allowed to quote in percentage and that %age will remain fixed during the term of contract which is 2 years- please confirm.  | No change   |
| 2       | Annexure 1   |   | Kindly confirm the wage requirement- State or Central?  | State govt  |
| 3       | Quantity Escalation clause   | Quantity escalation Clause: TPSODL reserves the right to increase or decrease the number of security Guards based on actual requirements.   | We request notice of 30 days for any increase/decrease of services, kindly confirm.   | will be confirmed before award of the order.  |
| 4       | Period of validity of Bids   | Bids shall remain valid for 180 days from the due date of submission of the bid. Not with the standing clause above, the TPSODL may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.   | We can not accept the same as the prices are subject to change with change in minimum wages and other statutory as and when notified by respective state authorities, please confirm. | No changes  |
| 5       | Annexure 1- Schedule of Items-BOQ  | Patrolling security guards for Grid substations, shall be having Two wheelers along with the Mobile phone. (up to 2500Km/month running)   | Please specify quantity, make and model of Two wheelers. Also, mobile phone with SIM cards are required? Pls confirm.   | Any model of Two Wheeler vehicles not more than 4 years old, minimum 100CC,<br>Mobile and sim cards shall be under scope of BA,<br>All expenses shall be included in the price bid, there will be no additional cost paying.  |
| 6       | Annexure 1- Schedule of Items-BOQ  |   | Are relievers included in the shared numbers? Kindly confirm  | The number of security guards and Supervisors listed out in the BOQ cater to the total number of guards which are required at various locations in the number of shifts as applicable. Relivers will have to be catered for by the service provider to ensure that the total requirement of guards and supervisors are deployed at all times. |

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| 7       | Annexure 1- Schedule of Items-BOQ  |  | Please confirm the deployment pattern and working hours. Also, pls confirm if the breakup of manpower is required as backup.   | Working hours as per the TPSODL scope of work, pg no:24. Break up of the manpower and cost shall be required to be submitted by the bidder, before award of order, as asked by TPSODL. However bidders are advised to submit the same along with the bid document.  |
| 8       | General Conditions of Contract   |  | Annexure 7 states PPE requirement- Do we need to inbuilt the cost of same in per personnel breakup?Also, they are more construction specific, please clarify if all to be included for security services   | Only cost of PPEs applicable for services required of security guards shall be in built in the bid financials   |
| 9       | TPSODL   |  | Please share exact location details and manpower bifurcation.  | Deployment of the security Guards will be in the 06 circles of the TPSODL. ( City circle, Berhampur circle, Bhanjanager Circle, Aska circle,Rayagada & Jaypore circle). This will include the corporate office and other offices of the TPSODL. TPSODL reserves the right to split the order quantity to any extent. TPSODL reserves the right to assign any BA to any Location/Circle. |
| 10      | Scope of Work - KAM  | The security agency will nominate a dedicated official, at their own expense, to respond to any absenteeism, lapse and dereliction of duty on part of the security staff in a circle. Alternative arrangements, under intimation to TPSODL, will be made in case this official is not available to perform his/her duties.   | We understand that a dedicated KAM(Key Account Manager) would be required as per the details mentioned. We recommend that a shared KAM would be advisable and should be able to support else an additional cost would be required to be billed in.                           | No change   |
| 11      | Annexure 7   | Contract period shall be for 2 years. The date of commencement of the contract will be intimated once the tender process is completed. Contract will last for a period of two years, subject to the performance of the Security Agency. The rates shall remain firm throughout the contract period. Service tax to be paid extra as per the prevailing rate. Any change in tax structure during the contract period shall be suitably paid/adjusted by TPSODL. | Assume the minimum wages and other statutory will be revised as and when notified by respective government authorities, only service fee to be kept firm, kindly confirm   | the minimum wages and other statutory will be revised as and when notified by respective government authorities. Only service fee to be kept firm,  |
| 12      | Annexure 7   | Supervision of discharge of duties by the security staff must be ensured by the security agency at all times, and daily report of adherence and deviations shall be submitted to respective Circle Offices of TPSODL by the agency   | To monitor on daily performance and submission of daily performance report of each guard will attract additional cost as we have to hire Assignment Manager to monitoring this and submission daily report, kindly confirm if we can in built the same in our management fee | No Additional cost shall be paid, All terms as per the tender document.   |

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| 13      | TPSODL   |   | For vehicle requirements, request to specify below:<br>1. Registration location -<br>2. Vehicle Make (Two & Four wheeler) -<br>3. Tenure -<br>4. Mileage - Mentioned 2500 (any change please confirm)<br>5. Assessors (if any require) -<br>6. Driver -<br>7. Fuel - | All expenses shall be included in the price bid, there will be no additional cost payable.<br><br>all necessary documents and valid license/permits, required under Motor Vehicle Act, 1988, as well as the necessary Odisha Government/ RTO clearances, including PUC certificate, as required. |
| 14      | Annexure 7   | Security agency will ensure on the Job training to all security personnel every month. One training session on the job for each Security personnel is mandatory. Agency will submit circle wise training program in advance for the month, and produce a record of the same as and when asked for by TPSODL.  | OJT will be billed additional, kindly confirm  | All expenses shall be included in the price bid, there will be no additional cost payable.   |
| 15      | Annexure 7   | Uniform, along with shoes, belt, Cap, raincoats, torch light, whistle, and lathis will be provided by the security agencies to their security personnel without any charges. The cost of the uniforms, shoes, belt, cap, rain coats, torch lights, whistle, lathis shall not be borne by the Security Guards. Ceremonial uniforms in very good condition will be made available to the security personnel, as and when requisitioned by TPSODL. | Please specify quantity of ceremonial dress required.  | Adding: reflective safety jacket and Sweater for winter will also be catered for by the service provider.<br><br>Ceremonial dresses will be as per requirement on ceremonial occasions.  |
| 16      | Annexure 7   | Security Inspector / Field Officer deployed by agency for monitoring their security personnel day to day activities must be provided with a Motor cycle and a mobile phone, while on duty, at the expense of the agency.  | Please advise if a dedicated SI/Field Officer is required or shared to be done   | Dedicated Security Inspector /Supervisor/ Field Officer will be deployed by service provider.  |
| 17      | Annexure 8   | Group Personal Accident (GPA) policy coverage of ₹ 15 Lacs to be taken by the respective BAs.<br>i. It is mandatorily required to take the GPA policy coverage of ₹ 15 Lacs by the BA for his employees from a reputed insurance agency.<br>ii. TPSODL HR department will be the overall process owner and BA shall be required to coordinate with TPSODL HR department for policy implementation immediately post receipt of LOI / Work Order. | Please advise if the cost of the same to be included in the management fee or need to be billed as a separate head in the commercial breakup.  | All expenses shall be included in the price bid, there will be no additional cost payable.   |

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| 18      | Clause 2.2   | Clause2.2, Price Escalation Clause  | We recommend replacing with the following clause as under:-<br>The Charges agreed under this Agreement are based on the minimum wages and other statutory costs as are applicable at the time of execution of the Agreement. In case of any increase in statutory obligations including, without limitation, minimum wages, ESI, PF, Gratuity, Leave, Bonus, tax, levies etc. on the instructions of any government body or any other changes in law, the Charges shall be deemed to be proportionate increased, in line with such increase, and shall be effective from such date as specified by the respective government. SERVICE PROVIDER as a process shall revise the Charges, effective the date as specified by the respective government, in the month the respective notification and raise the invoices accordingly. | No changes  |
| 19      | PAGE-30, POINT-39  |   | Whether Workmen Compensation (WC) should be put in the RATE BREAK-UP while quoting the RATE ?  | Price bids are to be submitted in given format only, as per tender. Further, Bidders are advise to submit Break up of the manpower cost along with the bid, |
| 20      | PAGE-16  | Patrolling security guards for Grid substations, shall be having Two wheelers along with the Mobile phone. (up to 2500Km/month running)   | What is the procedure for availing the Fuel expenses for Patrolling Security Guards?   | All expenses shall be included in the price bid, there will be no additional cost payable.  |
| 21      | PAGE-46, CLAUSE- 8.0   | 5% of the PO value if purchase order value is more than Rs 5 Crores.  | Whether the Security Deposit will be calculated on the Contract Value including GST or excluding GST ?   | 5% of the RC value, which is inclusive of GST.  |
| 22      | ANNEXURE I/ Schedule of Items-BOQ/Page no-16   |   | Is there any break-up of components which are to be cosider in the unit price ( Wages, EPF, ESIC, Bonus, Leave salary, etc..)  | Bidders are advise to submit Break up of the cost along with the bid,   |
| 23      | ANNEXURE I/ Schedule of Items-BOQ/Page no-16   | The prices shall remain firm during the entire contract period; however, the price shall be revised on account of any revisions in minimum wages and statutory compliances as published by Labor Department, Govt. of Odisha during the contract period. The revision shall be limited to an increase in minimum wages only as per the applicable category of the workforce. <b>Service charges shall remain FIRM during the entire contract period</b> | Service charge will be on percenatge basis or fixed amount.  | Bid has to be submit as per the BOQ format,<br>Bidders are advise to submit Break up of the cost along with the bid,  |
| 24      | NIT No.: TPSODL/OT/2022-23/103, Cl. No. (i), page no 15  | i. Patrolling security guards for Grid substations, shall be having Two wheelers along with the Mobile phone. (up to 2500Km/month running)  | Request you to specify the number of vehicle and mobile phone required. Also suggest where to put the vehicle, fuel and mobile charges as there is no line item in the BOQ for the same.   | Bid has to be submit as per the BOQ format,   |

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| <b>G4 Security</b> |   |  |   |  |
| 1                  | 1.7- Qualification Criteria   | 1.7.7 The security service provider must have a tracking/GPS system for their employees regarding the presence of security guards in their respective posts.<br>1.7.8 The Bidder must submit an undertaking for acceptance of all terms & conditions of the tender document, associated corrigendum/amendments, GCC – Service, and reply to Pre-Bid Queries along with the bid document.   | 1.7.7- G4S do possess the same, however, it will be charged additional, please confirm.<br>1.7.8- We cannot submit the same as we shall be submitting our deviations as Annexure III, please advise.              | <b>1.7.7: All expenses shall be included in the price bid, there will be no additional cost payable.<br/>1.7.8: BA must submit undertaking as per the QR. However may submit the deviation with mention of the same in the undertaking.</b>  |
| 2                  | Type Tests  |  | We assume the same is not applicable to the type of services provided by us, kindly confirm.  | <b>Not applicable for this Tender</b>  |
| 3                  | Post award contract administration  | All the terms and conditions of TPSODL GCC Service Version-III shall be applicable.  | We assume the deviations are allowed to be stated in the same, please confirm.  | No changes   |
| 4                  | Delivery Terms  | The service shall tentatively start from 01st Jan '2023. The successful bidder has to take over the activity in consultation with TPSODL Security Department/HR Dept. Services shall be Started within 15 days of the award of LOI / RC as intimated by the TPSODL Security department.  | We request mutually decided timeline for start of services  | The service shall tentatively start Tentatively from 01st Apr '2023  |
| 5                  | TPSODL  |  | Please share exact location details and manpower bifurcation. Also, update if the site survey can be conducted and SPOC's for the same.   | Deployment of the security Guards will be in the 06 circles of the TPSODL. ( City circle, Berhampur circle, Bhanjanager Circle, Aska circle, Rayagada & Jaypore circle). This will include the corporate office and other offices of the TPSODL.<br>TPSODL reserves the right to split the order quantity to any extent.<br>TPSODL reserves the right to assign any BA to any Location/Circle.<br>SPOC is HOD- Security and viselence. |
| 6                  | Annexure 8  |  | Scope of HSE and Penalties listed are primarily for construction sites and not for the type of services we provide, request clarity and exact scope of work pertaining to the type of services required from G4S. | Only applicable clauses of penalties will be apply   |
| 7                  | Qualification Criteria  | 1.7.2 The bidder must have a minimum of five years of experience in providing Security Services in reputed organizations and should be either of the following:<br>a. Orders of the minimum cumulative value of Rs. 5 Cr. in the last three years Or<br>b. One order with a minimum value of Rs. 3 Cr. In the last three years Or<br>c. Two orders of minimum value of Rs. 2 Cr. each in the last three years (Order copies /completion certificates to be submitted). | Are these order values, annual contract values or monthly contract values. We assume these to be monthly contract values.   | These are order awarded value.   |
| 8                  | Evaluation Criteria   | The bids will be evaluated technically on compliance to tender terms and conditions.<br>The bids will be evaluated commercially on the overall BOQ all-inclusive lowest cost, as defined in the tender BOQ as calculated in the Schedule of Items [Annexure III].  | We recommend bids to be evaluated on both technical and commercial with a mentioned weightage to both the important parameters.   | No change  |

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| 9       | Scope of Work - Penalties   | Any deviation from the obligation as mentioned a, b,c & d above shall result in immediate removal of security personnel with a prior notice of 48 hours and he/she will not be deployed in any TPSODL site during the period of contract, including during extension of the contract, if any. Any deviation to this will attract a debit of Rs. 5000/- per person to the account of agency.   | We would ensure the guidelines suggested by TPSODL and would recommend the penalties in this case to be capped to Rs 200 per personnel.   | No change   |
| 10      | Scope of Work - Leaves  | 15 days' Earned Leave & 12 days' Sick plus Casual Leaves to be given.   | We would recommend Leaves as per State's Shops and Establishment Act, which in this case is 15 days Earned Leave + 15 Days Casual Leaves + 8 Days of National/Festival Holidays   | This clause stands deleted. However BA shall comply prevailing statutory rules and regulations applicable for leave.  |
| 11      | Annexure 7  | In case of any extraordinary disturbance, the agency will manage its area or point of responsibility on its own and shall deploy additional manpower based on their own assessment or as per instruction of TPSODL, to tackle the situation upto 48 Hrs, without any extra cost implication to TPSODL. However, if the disturbance continues for more than 48 Hrs, the agency will deploy additional manpower on getting requisition from TPSODL. Extra payment shall be made to the agency on this account as per the applicable agreed rates. | Request definition of extraordinary disturbances. Also, In case of any extraordinary disturbance additional manpower will be billable, kindly confirm.  | This clause stands deleted  |
| 12      | Annexure 7  | The security personnel should not be less than 21 years of age. Maximum considerable age shall be 40 years for security guards, and 45 years for Supervisors  | Assume the same is only for onboarding and the serving employees will be allowed to continue beyond the specified ages, please confirm.   | Maximum considerable age shall be 40 years for security guards, and 55 years for Supervisors<br>The age limit is applicable only for on boarding. For personnel who are serving, the age limit is extendable by 05 years, both for security guards and Security supervisors.  |
| 13      | Annexure 7  | Any deviation from the obligation as mentioned a, b,c & d above shall result in immediate removal of security personnel with a prior notice of 48 hours and he/she will not be deployed in any TPSODL site during the period of contract, including during extension of the contract, if any. Any deviation to this will attract a debit of Rs. 5000/- per person to the account of agency.   | G4S proposes to have 200/- Per Person in case of deviation observed   | No change   |
| 14      | Annexure 7  | Security personnel must have undergone 15 days' security training with agency. He/She will be interviewed by TPSODL official before deployment at site in order to check their eligibility. Security personnel coming for interview will submit their resume/profile with a photograph and ID proof (Aadhar, voter card, driving license etc.), matriculate certificate & certificate of 15 days security training.-  | G4S ensure all its staff undergoes Training as Per PSARA, any additional requirement will be charged at a mutually agreeable cost, kindly confirm.  | No change   |
| 15      | Annexure 7  | The security guards will have to successfully undergo the training prescribed by the competent authority from a recognized training institute or organization   | G4S provides training to its guards as per PSARA and issues training certificate also before giving deployment, In case of any additional certifications requirement the same would incur addition cost. We also follow train the trainer concept.  | Only training on relevant aspects applicable with mutual understanding,   |
| 16      | Annexure 7  | Penalty of Rs 500/- for not providing weekly off will be levied. Wages and wage slip to security personnel will be given before 10th of every month. For not providing wages and wages slip before 10th of every month, a penalty of 1% of total monthly bill will be levied in the first month and 2% in the second month. In case the agency fails in the third month, one-month advance notice for removal of contract services will be issued. All Statutory Compliances & SA 8000 requirement will be full-filled by the agency.           | Regarding Payslip, G4S has Pocket HR App, where all its guarding staff can view their Payslip. As an agency, we can take the responsibility for timely uploading the pay slips but cannot take an individual's responsibility to download the same. However, penalty should be limited on the service charge only, not on gross billing. Request more details on SA 8000. | No changes,<br>However if the payslip uploaded on pocket HR App. same shall be treated as sharing of payslip.<br>SA 8000 is an international certification standard that encourages organisations to develop, maintain and apply socially acceptable practices in workplace. Certification of this standard is not required. However, adherence to the standards is expected from the vendor. |

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| 17      | Annexure 7  | Non reporting of matters of theft to Security & Vigilance Incharge/ Officer of respective Circle/Division will result in immediate removal of the erring Security staff, and recovery of losses from the agency. Any loss or damage to a property, both movable and immovable, of TPSODL due to Security lapse will be debited to the account of the Security Agency. The responsibility , extent and monetary value of the loss will be fixed by an inquiry conducted by TPSODL. The findings and the decision of Inquiry, duly approved at appropriate level in TPSODL, will be final.   | The inquiry should be done jointly and the decision post finding should be taken jointly, kindly confirm.   | No Change   |
| 18      | Annexure 7  | In case of a deviation noticed from the obligations as mentioned in Ser 21 and 22, the administrative charges as per the contract shall not be paid for the month.   | We request mutual agreement on penalties as the mentioned ones are not acceptable.  | Revised clause is as under:<br><br>In case of a deviation noticed from the obligations as mentioned in Ser 21 and 22, a penalty of RS 500 will be imposed for each occurrence of the deviation. |
| 19      | Annexure 7  | In case of any involvement of personnel of the agency in activities mentioned in Ser 27, the agency shall be solely responsible for taking appropriate action against him/her as required under applicable laws. In case of any loss suffered by TPSODL due to such lapses, the same shall be recovered from the dues payable to agency by adding 10% of claim/loss amount as an overhead expenditure. Further, such personnel shall be barred from deployment for any TPSODL assignment in future. Non adherence of the same shall be treated as breach of contract and in such a case TPSODL reserves the right to cancel all existing contracts with the agency with immediate effect, irrespective of notice period specified in respective contracts.   | We propose inquiry investigation done jointly and the decision post finding should be taken jointly, the penalty amount should be subjected to limit of liability                     | No change   |
| 20      | Annexure 7  | Non availability of valid Gun License, as per serial 29, with the Gunman shall attract a penalty of Rs.2000/- per instance, besides immediate replacement of that Gunman with a valid License holder immediately. Any unauthorized use and lack of restrain while using the fire arm by the security staff, as per Ser 30, and the resultant loss/damage to life and/or property subsequent to the use of fire arm shall be the sole responsibility of the security agency and that of the concerned Gunman only. TPSODL shall not be responsible for any unauthorized and unlawful usage of the fire arm, and the damage to life and property caused due to this. Further, any loss/damage incurred to property of TPSODL due to unauthorized usage of the fire arm shall be debited to the agency. Assessment and decision of TPSODL shall be final and binding to the agency in all such cases. | Kindly confirm if an arrangement can be made to provide a proper locker to keep the Gun in safe custody. It is not suggested that Gunman should carry Fire arm out of duty.           | Security agency to make arrangement for safe custody of fire arm during and after duty hours.   |
| 21      | Annexure 7  | Any deficiency observed in maintenance of the records shall result in withholding of 5% of the total monthly bill of the agency, till prescribed records duly completed in all respects and upto the satisfaction of TPSODL are submitted  | We recommend 5% of the management fee.  | No Change   |
| 22      | Annexure 7  | Agency will ensure proper maintenance / safe handling of communication equipment (WT sets, Mobile phone, spare Battery of WT set, antenna, charger etc.)   | Request details, quantity and specification of equipments required  | As per the requirement from time to time  |
| 23      | Annexure 7  | Any damage occurred due to negligence of security personnel will be recovered from the monthly bill of agency  | We propose a joint investigation, basis the findings the out come to decided mutually by both the parties, and the recovery amount should not be more than 5 % of the management fees | No change   |

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| 24      | Annexure 7  | In case of any negligence on the part of security guard, as per ser 35, in receiving or distributing any documents received, and or a resultant loss / damage shall be debited in the agency's account. Security agency shall ensure any summons / orders / communication received from any court of law addressed to TPSODL is duly received by a TPSODL official only | We propose a joint investigation, basis the findings the out come to decided mutually by both the parties, and the recovery amount should not be more than 5 % of the management fees | No change   |
| 25      | Annexure 7  | Any Inspector/Field Officer (deployed) found violating ser 36 will result in a penalty of Rs. 500/- per instance for the agency.  | We propose 200/- per instance.  | No change   |
| 26      | Annexure 7  | Security agency shall indemnify and keep TPSODL and all its officers and employees indemnified from and against all costs, actions, claims, losses, and damages, suits prosecutions, including all legal fees, on actual, which TPSODL may suffer/incur due to any acts of commission or omission and by a lapse or neglect on part of security agency                  | Request detailed discussion on how we can indemnify individuals for their loss and damages and how it can be limited.   | No change   |
| 27      | Annexure 7  | Whenever weekly off is provided, salary will not be deducted by the company   | Request more clarity  | This clause stands deleted. However, BA shall comply prevailing statutory rules and regulations applicable for leave. |
| 28      | Annexure 7  | The security personnel must be physically, mentally & medically fit. Minimum acceptable height for male guards and Supervisors is 165 Cms, and for female guards is 160 Cms. In this regard, a medical fitness certificate will be submitted at the time of induction.  | Medical certificate will be provided as per PSARA norms, anything additional will be charged extra.   | No change   |
| 29      | Annexure 7  | Verification of character and antecedent of all security personnel by the security agency.  | Background verification will be done as per PSARA norms, any additional check if required, will be billed extra.  | No change   |
| 30      | Annexure 7  | All employees deployed to be covered under ESI. Payment of Statutory Bonus every year, Statement of EPF, Bonus and ESI card have to be provided to each security personnel.   | No separate statement is required as Employees can check the same from Govt websites and the bonus will be paid yearly, hence no monthly statement will be required                   | No change   |
| 31      | Annexure 7  | Separate PF ECR for employees deployed in TPSODL to be submitted every Month  | Request to review as it is not possible to generate client-specific PF & ESI challan  | No change   |



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| 32      | Annexure 7  | <p>Pt 24- The security agency deployed will be responsible for identifying in their respective areas/point of responsibility the danger prone areas from the point of view of theft, violence and other criminal activities. All TPSODL assets and properties lying at the respective Areas/ point of responsibility shall be protected and safe guarded from theft, pilferage, unauthorized incoming/ outgoing movement of stores/items, as well as from other related risks. The agency will guarantee the above to TPSODL by signing an indemnity bond. The security agency deployed will be responsible for identifying in their respective areas/point of responsibility the danger prone areas from the point of view of theft, violence and other criminal activities. All TPSODL assets and properties lying at the respective Areas/ point of responsibility shall be protected and safe guarded from theft, pilferage, unauthorized incoming/ outgoing movement of stores/items, as well as from other related risks. The agency will guarantee the above to TPSODL by signing an indemnity bond.</p> <p>Pt 25- Non reporting of matters of theft to Security &amp; Vigilance Incharge/ Officer of respective Circle/Division will result in immediate removal of the erring Security staff, and recovery of losses from the agency. Any loss or damage to a property, both movable and immovable, of TPSODL due to Security lapse will be debited to the account of the Security Agency. The responsibility , extent and monetary value of the loss will be fixed by an inquiry conducted by TPSODL. The findings and the decision of Inquiry, duly approved at appropriate level in TPSODL, will be final.</p> <p>Pt 27- No outsider shall be allowed in the TPSODL premises without making proper entry in the visitor book and without being in possession of a visitor pass/l-card. Security Guard shall frisk suspicious outsider and only then allow access to building premises.</p> | <p>G4S does not permit signing any indemnity bond but in case the same is required to be signed, in that case mutual roles and responsibilities need to pre- determined accordingly. 10 % loss recovery is not acceptable, in case of any security personnel, are found to be indulging in any corrupt practices or causing any loss of property.</p> | No Change       |
| 33      | Annexure 7, Clause 42   | <p>Security agency shall indemnify and keep TPSODL and all its officers and employees indemnified from and against all costs, actions, claims, losses, and damages, suits prosecutions, including all legal fees, on actual, which TPSODL may suffer/incur due to any acts of commission or omission and by a lapse or neglect on part of security agency.</p>   | <p>We recommend adding below line at the end of the clause "however the same shall be subject to limit of liability".</p>   | No Change       |

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| 34      | Annexure 7, Clause 43   | <p>Any or all disputes, questions or controversies, relating to or arising out of this SLA or other governing terms and conditions of the contract shall be first sought to be resolved by the parties through amicable discussions within 7 days, failing which the matter may be referred to arbitration by the CEO of TPSODL or his/her nominee for adjudication of dispute and decision of said arbitrator shall be final and binding on both the parties. It is specifically agreed by the security agency that appointment of CEO of the TPSODL or his nominee as Arbitrator, shall not be challenged by the agency on the ground that he is an employee or officer of the TPSODL or has dealt with the matter in the course of its duties, or has expressed his views on all or any matter of dispute. The venue of Arbitration proceeding shall be Odisha. The award of the Arbitration shall be final and binding on the both the parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. Parties shall bear their respective costs of arbitration. The language to be used at such proceedings shall be English.</p> | <p>We recommend replacing with the following clauses as under:-</p> <p>Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot resolved through such joint discussions within thirty (30) days of the date of the notice then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the parties.</p> <p>This Contract is governed by the laws of Republic of India and, subject to above said clause, shall be subject to the exclusive jurisdiction of the courts at Delhi.</p>  | No Change       |
| 35      | Annexure 7, Clause 46   | <p>PAYMENT: Payments shall be released on monthly basis within 30 days from date of submission of certified monthly bills / invoices along with monthly attendance sheet and other details/reports required by user dept/finance dept/legal cell(TPSODL) at company's centralized billing receipt desk located at following address.</p>   | <p>We recommend adding the following clauses at the end of the above clause: a. The Charges agreed under this Agreement are based on the minimum wages and other statutory costs as are applicable at the time of execution of the Agreement. In case of any increase in statutory obligations including, without limitation, minimum wages, ESI, PF, Gratuity, Leave, Bonus, tax, levies etc. on the instructions of any government body or any other changes in law, the Charges shall be deemed to be increased, in line with such increase, and shall be effective from such date as specified by the respective government. SERVICE PROVIDER as a process shall revise the Charges, effective the date as specified by the respective government, in the month the respective notification and raise the invoices accordingly. b. In addition to the agreed Charges, the TPSODL shall also pay, on monthly basis, the gratuity amount in respect of all the security personnel irrespective of: a) completion by the respective security personnel of eligibility period, as specified under the applicable law, during their deployment with the TPSODL; and/or b) whether the employment of such security personnel with SERVICE PROVIDER comes to end or not during their deployment with the TPSODL.</p> | No change       |

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| 36      | Annexure 7, Clause 47   | No payments shall be made for unclear or partly clear prints. Bills/Invoices shall be raised in the name of 'TP Southern Odisha Distribution Limited' Berhampur, Odisha. | We recommend adding the following clauses at the end of the above clause: a. The charges as specified in the agreement shall be exclusive of any taxes applicable including but not limited to Goods and Services Tax (GST), Service tax, Cess, as may be applicable or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate. b. The TPSODL shall not avail or utilize any input tax credit pertaining to Service tax or Goods and Services Tax (GST) or on such levies as may be applicable unless the full payment against invoice raised by SERVICE PROVIDER is duly made by the TPSODL to SERVICE PROVIDER. c. If any part of the invoice is subject to a dispute by the TPSODL, the said invoice shall not be reversed/cancelled and the Parties agree to the following: i) the TPSODL shall pay to SERVICE PROVIDER all amounts not disputed in good faith by the TPSODL; ii) the disputed part of the invoice as accepted and agreed by the Parties shall be adjusted through Debit/Credit notes. The Debit/ Credit notes so issued shall be duly accounted and reflected in statutory GST returns filed by both the parties as may be applicable. iii) the TPSODL shall pay the amount as per the Debit Note within 5 working days from the date of receipt of the Debit Note. It is hereby clarified and agreed between the Parties that the above process is only to be used as an exception, that too in case of genuine disputes raised strictly in accordance with the time period stipulated under above said Clause. In case a dispute in respect of any invoice is raised beyond the period stipulated in above said clause, the same shall not be entertained and the invoice shall be deemed to have been accepted by the TPSODL. d. Location of TPSODL & Services: It is hereby declared that all the particulars, details provided such as address / location, tax registration number(s) etc. are correct. The addresses and GSTIN as mentioned in agreement is / are of the location(s) where the services would be received/ used / utilized. The TPSODL agrees to indemnify and reimburse SERVICE PROVIDER for any tax liability / GST liability (including but not limited to tax, interest, penalty, fine etc.) on account of any mis-declaration. | No Change  |
| 37      | Annexure 7  | Annexure – VII, Special conditions of contract   | We recommend adding the following clauses as under:-<br>1. Subject to the Limit of Liability, SERVICE PROVIDER shall indemnify and hold harmless the TPSODL and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by SERVICE PROVIDER or any of its employees engaged in the provision of the Services to the TPSODL.<br>2. SERVICE PROVIDER shall not be liable in any way whatsoever and the TPSODL hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: i) resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks; ii) consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to an act or the negligence or default of SERVICE PROVIDER's personnel.<br>3. SERVICE PROVIDER will not be liable in any way whatsoever and the TPSODL hereby expressly waives any right to any loss, injury, damage, cost or expense: i) resulting from theft/loss (other than by SERVICE PROVIDER's personnel) of any moveable goods such as Keys, Laptop Computers, Mobile Phones, CD Rom's, Hard Disks, Organisers or any other similar goods which are not specifically handed over to SERVICE PROVIDER in writing as part of the Assignment Instructions (Schedule I). ii) resulting from events caused by the acts of the TPSODL, its employees or agents. iii) howsoever caused, which is not caused as a   | No change  |
| 38      | NA  | NA   | Whether Accommodation Facility at the Site will be provided by TPSODL or not?  | No, Only infrastructure for discharge of duties will be provided |

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| 39      | 1.4/1.4.7/5   | Proper authorization letter/Power of Attorney to sign the tender on behalf of the bidder  | What type of authorization is required for a proprietor to sign the bid document   | Only applicable for representatives signing of the behalf of the proprietor.  |
| 40      | 1.7/1.7.5/6   | Bidder should be a company registered in India with an office in Odisha.  | If a bidder is a Proprietorship Firm. Then is he eligible to participate in the bid.   | No changes,   |
| 41      | 1.7/1.7.1/6   | The bidder must have an average turnover of Rs. 5.0 Crores in any of the three F.Y. out of 2018-19, 2019-20, 2020-21, & 2022-23.  | F.Y. 2022-23 is not completed. So can we take 2021-22.   | revised as per the corrigendum-2  |
| 42      | 1.7/1.7.7/7   | The security service provider must have a tracking/GPS system for their employees regarding the presence of security guards in their respective posts.  | Can we enclose a undertaking that if the work order is issued in favour of us, then we can install the tracking/GPS system for the guards to be provided for TPSODL.   | No change   |
| 43      | Annexure-1 Schedule of Items- BOQ, Page No. 15, Clause No. Note. i                                | Patrolling security guards for Grid substations, shall be having Two wheelers along with the Mobile phone. (up to 2500Km/month running)   | Who shall bear the cost of fuel & mobile allowance towards patrolling guards. Is there any provision towards the cost ?  | All expenses shall be included in the price bid, shall no additional cost payable.  |
| 44      | Annexure-1 Schedule of Items- BOQ, Page No. 15, Clause No. Note. iii                              | Initially, the order shall be awarded 70% of the tender BOQ, Balance of 30 % of the BOQ shall be reserved to allocate among performing BAs / technically qualified BAs of this tender based on management approval.         | Not cleared. Pls clarify again   | Revised clause is as under, TPSODL reserve the right to consider the award initially against 70% of the tender BOQ, Balance of 30 % of the BOQ shall be reserved to allocate among performing BAs / technically qualified BAs of this tender based on TPSODL management approval. |
| 45      | RESPONSIBILITY AND OBLIGATIONS OF SECURITY AGENCIES: LIABILITIES Point No. 6                      | Labour License to be obtained w.e.f date of commencement of work if manpower deployed is greater than or equal to 20.   | Labour license has to be obtained if manpower is deployed equal 50 or more than 50 in a single day as per latest notification. Request to rectify  | No change, any modifications /notifications from the government shall supersede and to be adhered with.   |
| 46      | RESPONSIBILITY AND OBLIGATIONS OF SECURITY AGENCIES: LIABILITIES Point No. 10 & 11                | Point No. 10: Weekly off has to be provided to each security personnel after every 6 (six) continuous working days by the agency & Point No. 11: Whenever weekly off is provided salary will not be deducted by the agency. | As per CLRA Act 1970 & 1971, an employee shall take 08 Hrs rest after completions of 48 Hrs duty. In his absence reliever shall perform duties and will be paid which will be computed as reliever charges @ 16.67% ( 1/6th ) in the Commercial Bid. Management is requested kindly clarify is there any provision apart from reliever charges which shall be paid to individual towards weekly off charges. | This clause stands deleted. However, BA shall comply prevailing statutory rules and regulations applicable for leaves.  |
| 47      | 6.3.2 COMPENSATION FOR BA PERSONNEL   | Group Personal Accident (GPA) policy coverage of ₹ 15 Lacs to be taken by the respective BAs  | Shall the BA compute the cost towards GPA coverage amounts of Rs.15 lacs in Commercial Bid apart from EISC Charges @ 3.25%. Management is requested kindly clarify the same in details.  | All expenses shall be included in the price bid, there will be no additional cost payable.  |

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| 48      | NIT No.: TPSODL/OT/202 2-23/103, Cl. No. 1.7.2 & 1.7.3, Page No. 6                                | Qualification Criteria:1.7.2 The bidder must have a minimum of five years of experience in providing Security Services in reputed organizations and should be either of the following. 1.7.3 Bidder should have Performance Certificates for satisfactory performance of having rendered security services from at least 02 reputed company. The services against these issued certificates should have been carried out in the last five years from the date of bid submission. In case the bidder has a previous association with TPSODL for similar products and services, the performance feedback for that bidder by TPSODL's User Group shall only be considered irrespective of performance certificates issued by any other organization. (Copy of Performance Certificate to be submitted). | Do we need to submit the work order and performance certificate of the same client or can we submit from the different clients. We mean work order from one client and performance certificate from other client. | Performance certificates to be submitted with valid order copy.   |
| 49      | NIT No.: TPSODL/OT/202 2-23/103, Cl. No. 25, Page No. 25  | Non reporting of matters of theft to Security & Vigilance Incharge/ Officer of respective Circle/Division will result in immediate removal of the erring Security staff, and recovery of losses from the agency. Any loss or damage to a property, both movable and immovable, of TPSODL due to Security lapse will be debited to the account of the Security Agency. The responsibility , extent and monetary value of the loss will be fixed by an inquiry conducted by TPSODL. The findings and the decision of Inquiry, duly approved at appropriate level in TPSODL, will be final.   | Theft/losses to be proved by a joint investigation committee and mutually agreed before levying any penalty on BA. Capping of the liability to be discussed.  | No change   |
| 50      | PAGE-26, POINT-17   | 17. Payment of Gratuity/Retrenchment Compensation will be done as per provisions of Law.   | Whether Gratuity/Retrenchment Compensation should be considered / put in the RATE BREAK-UP while quoting the RATE ?   | No Change   |
| 51      | PAGE-30, POINT-39   |  | Whether Workmen Compensation (WC) should be put in the RATE BREAK-UP while quoting the RATE ?   | Price bids are to be submitted in given format only, as per tender. Further, Bidders are advise to submit Break up of the manpower cost along with the bid, |
| 52      | PAGE-16   | Patrolling security guards for Grid substations, shall be having Two wheelers along with the Mobile phone. (up to 2500Km/month running)  | What is the procedure for availing the Fuel expenses for Patrolling Security Guards?  | All expenses shall be included in the price bid, there will be no additional cost payable.  |
| 53      | PAGE-46, CLAUSE- 8.0  | 5% of the PO value if purchase order value is more than Rs 5 Crores.   | Whether the Security Deposit will be calculated on the Contract Value including GST or excluding GST ?  | 5% on RC value, which is inclusive of GST.  |
| 54      | PAGE-45, CLAUSE- 6.3.1  | For consumption of TPSODL's Water and Electricity by Associate for execution of Contract, Associate shall pay 0.5% & 1.0% respectively of contract value and it shall be deducted from the running bills.  | Please provide us the details regarding the Deduction for Water and Electricity   | This clause will not be applicable for this tender.   |