

**“TENDER FOR OUTSOURCING OF  
MANPOWER FOR SECURITY RELATED SERVICES”**



**ODISHA STATE BEVERAGES CORPORATION LIMITED  
(A GOVERNMENT OF ODISHA UNDERTAKING)  
2<sup>ND</sup> FLOOR, FORTUNE TOWER, CHANDRASEKHARPUR,  
BHUBANESWAR-751023 (ODISHA)**

Tel: 0674-2303972(O)  
Email:- [osbc ltd@gmail.com](mailto:osbc ltd@gmail.com)  
Website: <https://osbc.co.in>

Tender No 2810

Dated : 31/10/2025

**REQUEST FOR PROPSAL FOR  
SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER SERVICES IN  
ODISHA STATE BEVERAGES CORPORATION LTD, BHUBANESWAR**

Odisha State Beverages Corporation Ltd (OSBCL), Bhubaneswar invites sealed tender from intending reputed, experienced and registered Manpower Service Providing Agencies to provide services of different categories of security manpower for Head Office & its different Depot of OSBC Ltd for the period of two years that is from **01.01.2026** to **31.12.2027**. The details of the bidding process are as follows:

SI .No	Bidding Schedule	Deadline
1.	Date of Publication of Tender	<b>01.11.2025</b>
2.	Pre Bid Meeting	<b>10.11.2025, 11.30 A.M</b>
3.	Last Date and Time of Bid Submission	<b>17.11.2025, 5 P.M</b>
4.	Opening of Technical Bid	<b>20.11.2025, 11.30 A.M.</b>
5.	Scrutiny & Finalisation of Technical Bid	<b>27.11.2025, 11.30 A.M.</b>
6.	Opening of Financial Bid	<b>To be informed for technical qualified bidder</b>

1. Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in third sealed cover super-scribed "**Bid for Outsourcing of Manpower for Security Services for Head office and different depots of OSBC Ltd BBSR**" must reach the undersigned on or before 17.11.2025 at 5 PM by **Speed Post/ Regd. Post/ Couriers** only.

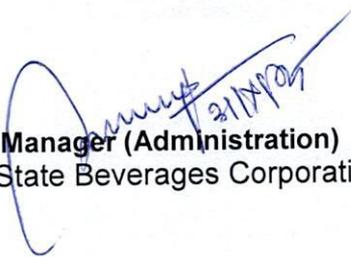
2. The bid documents containing eligibility criteria, scope of work, terms and conditions of the tender and draft agreement can be downloaded from the website <https://osbc.co.in>.

3. The sealed tender proposal shall be submitted along with non-refundable of **Bid processing fee is Rs. 10,000/- + Rs. 1,800/- (18% GST i.e. CGST 9% + SGST 9%) and EMD is Rs.2,00,000/- (Rupees Two lakhs only)** in shape of Bank Draft drawn in favour of the **Odisha State Beverages Corporation Ltd**, payable at **Bhubaneswar**. If any bidder is exempted from payment of such amount indicated as above by any competent authority, adequate documentary evidence has to be submitted along with the tender document and the originals of the said documents has to be produced for verification during opening of Technical Bids. The tenderers may please take note that no Tenderer shall be allowed to submit any document(s) after bid due date and submission time as mentioned above.

4. The last date and time for submission of tender document is 17.11.2025. by 5 P.M. The Authority shall not be held responsible for postal delay, if any, in case of non-receipt of the same in time.
5. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Corporation's knowledge, the Corporation holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Corporation reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Complete Address for Submission of Bid :**

**Odisha State Beverages Corporation Ltd.  
2<sup>nd</sup> Floor, Fortune Tower, Chandrasekharpur  
Bhubaneswar-751023 (Odisha)**

  
**General Manager (Administration)**  
Odisha State Beverages Corporation Ltd

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**SECTION-I****INSTRUCTION TO BIDDERS****A. GENERAL INFORMATION**

1. Odisha State Beverages Corporation Ltd. (hereinafter referred as "OSBC Ltd.") requires the service of reputed, well established, financially sound and registered Manpower Service Providers to provide Security Related Personnel (Armed Guard, Civil Guard & Security Supervisor) by deploying adequately trained and disciplined man power at its Head Office and Depots under OSBC Ltd. along with other allied offices. The present tentative requirements are as follows :-

<b>SI No</b>	<b>Category</b>	<b>Tentative requirements</b>
1.	Security Supervisor	10 Nos
2.	Armed Gurard	20 Nos
3.	Civil Guards	140 Nos
<b>Total</b>		<b>170 Nos</b>

The above strength is the tentative requirement at present which is subject to decrease or increase as per the requirement of OSBC Ltd.

3. The period of contract for providing the aforesaid security manpower is likely to commence from **01.01.2026** and will continue till **31.12.2027** for a period of two years. It may be curtailed/ terminated before contract period owing to deficiency in service or any other deviation made to the contract, substandard quality of manpower deployed by the selected Service Provider Agency. OSBC Ltd. However, reserves the right to terminate this contract at any time by giving one month's notice to the selected Service Provider Agency without assigning the reason thereof depending upon the performance of Service Provider and at the discretion of authority. The contract period may be extended as per the provisions contained in the OGFR.

4. The agency shall be responsible for payment of remuneration not below the minimum wages notified by Govt. of Odisha in labor & ESI Deptt from time to time for

respective category of security manpower every month in time and Government policy and guidelines/ wage policy.

5. The requisition will be given to the agency by OSBC Ltd BBSR as per need/ requirement from time to time during the contract period. The agency should have the capacity to provide such number of extra manpower as and when OSBC Ltd shall place requisition for the same. The Agency should provide the proof of availability of manpower at his disposal along with the bid document. Failure to supply extra manpower as per the requisition of the OSBC Ltd shall be treated as a breach of the contract.

6. In case of poor performance of supply of security manpower, OSBC Ltd, Bhubaneswar will inform the agency to withdraw the person/ persons and replace them immediately, to the satisfaction of OSBC Ltd, Bhubaneswar.

7. The agency will be responsible to conduct a thorough antecedent verification of the manpower to be deployed and submit an undertaking, in writing, regarding the verification done. No person with criminal antecedent/ criminal & vigilance cases shall be deployed. The person selected should report to the Head Office, OSBCL along with their original documents, prior to their posting.

8. The agency shall be responsible for supervision and monitoring of the manpower engaged, on regular basis. The agency shall at all times indemnify and agree and undertake to defend and hold OSBC Ltd, Bhubaneswar, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of the agreement executed between agency and OSBC Ltd BBSR.

9. The interested bidders may visit OSBC Ltd Head Office and depot on working day between 10.00 AM to 5.30 PM (Office Hours) to have thorough knowledge of the work to be performed before preparation and submission of the bid.

**MINIMUM ELIGIBILITY CRITERIA**

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	<p>The Bidder should be registered under appropriate authority (any one), such as</p> <ul style="list-style-type: none"> <li>▪ Registered under the Companies Act, 1956/2013</li> <li>▪ Registered under the Indian Partnership Act, 1932</li> <li>▪ Registered under the Indian Trusts Act, 1882</li> <li>▪ Registered under the Societies Registration Act, 1860</li> <li>▪ Registered under the Limited Liability Partnership Act, 2008</li> <li>▪ Any other category like Proprietor, etc.</li> </ul> <p>No consortium is allowed.</p>	Certificate of Incorporation/ Registration/Any valid legal document in support of formation of the entity.
2	The bidder should have been in the security manpower providing agency and must have minimum five years of experience in executing similar work from the date of incorporation on the last date of the submission of the proposal.	
3	Out of the 5 years, the Bidder must have successfully completed 3 assignments in any sector under Central/ State Govt./ Externally Aided projects/ Autonomous Bodies operated under Govt. Administrative Control/ International and National organisation during the last 3 Financial years (FY 2022-23, 2023-24 & 2024-2025) of similar nature (outsourcing of services) having total Contract value of Rs. 3 Crores each.	Copies of the work order/ Contract document/ Completion Certificate from the previous Organisations.
4	The Registered Office/ Branch Office of the Service Provider must be located within the jurisdiction area of either Cuttack Municipal Corporation District/ Bhubaneswar Municipal Corporation.	Valid address proof of the office (copy of the Telephone/Electricity Bill)
5	Must have average annual financial turnover of Rs. 3 Crore (Three Crore) during the last 3 (three) financial years i.e. 2022-23, 2023-24 and 2024-2025.	Financial details of the bidder along with copies of Audited Balance Sheet and Income/ Expenditure Statement duly sealed and certified by the CA and Authorised Representative of the Bidder
6	The agency should not have been blacklisted by any Central/ State Government, or any other public sector undertaking or a corporation as on the date of this RFP	An undertaking to this effect to be furnished by the bidder as per the prescribed format ( Form-T2)

7	Must not have any pending judicial proceedings for any criminal offence against the proprietor/ Director/ Persons to be deployed by the Service Provider.	An undertaking to this effect to be furnished by the bidder as per the prescribed format. (Form-T3)
8	Must have been registered with EPF and ESI Authorities	Latest challan deposit slip
9	Must have its own Bank Account in any Scheduled Bank based in Cuttack/Bhubaneswar	<ul style="list-style-type: none"> <li>▪ Copy of the pass book reflecting transaction statement for the last 6 months</li> </ul>
10	Statutory Documents required to be submitted	<p>Copies of:</p> <ul style="list-style-type: none"> <li>▪ PAN</li> <li>▪ GSTIN</li> <li>▪ Copies of EPF &amp; ESI Registration Certificate.</li> <li>▪ Valid license under Contract Labour (Regulation &amp; Abolition Act-1970</li> <li>▪ Valid License under Odisha Shops &amp; Commercial Establishments Act 1956</li> <li>▪ Valid License under private security agency regulation Act 2005 (PASARA-2005)</li> <li>▪ IT Return for the last 3 financial year (Duly certified by CA)</li> </ul>

*Note: The bidders who qualify above mandatory general eligibility criteria shall be taken up for further Technical Evaluation.*

#### **Bid Evaluation Methodology:**

Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection (QCBS) mode with weighted average of 70:30 for technical and financial proposals respectively.

#### **Evaluation of Technical Bid:**

The technical proposals shall be evaluated in three phases.

In the first phase the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in this RFP.

In the second phase, the agencies which qualify the minimum eligibility criteria shall be given marks based on Table: 1 of this RFP Accordingly, agencies will be ranked based on the marks allotted to them.

Table: 1

Sl No.	Main Criteria & Weights out of Total 100 Marks	Sub-Criteria	Marks
1	Specific experience of the agency relevant to the assignment	Minimum 5 years of experience from the date of Incorporation on the last date of submission of the proposal: 5 marks and 3 mark for each additional year subject to the maximum of 15 marks	20
2	Average Turnover	<ul style="list-style-type: none"> <li>• Minimum Turnover of Rs. 3 Crores less than 7.5 Crores: 10 marks.</li> <li>• Turnover 7.5 Crores or more and less than 10 Crore:15 marks</li> <li>• Turnover 10 Crores or more and less than 12.5 Crore:20 marks</li> <li>• Turnover above 12.5 Crores :25 marks</li> </ul>	25
3	Personnel in the payroll of the agency	<p>Total number of Manpower for whom EPF/ ESI contribution paid by the agency.</p> <ul style="list-style-type: none"> <li>• Manpower's more than 300 but less than 500: 5 marks</li> <li>• Manpower's 500 &amp; above but less than 750 - 10 marks</li> <li>• Manpower's 750 &amp; above but less than 1000-15 marks</li> <li>• Manpower's 1000 &amp; above - 20 marks</li> <li>•</li> </ul>	20
4	Obtained ISO Certification or & PASARA-2005	5 Marks each	10
5	Office functioning in Odisha for outsourcing with due license from Labour Department	5-7 years- 5 marks And 1 mark for each additional year subject to the maximum of 5 marks	10
6	Technical Presentation		15
<b>Total</b>			<b>100</b>

The bid quotation with 75% or above marks in the technical evaluation in the third phase the qualified agencies will be invited for opening of financial bid.

**Technical Score (TS):** The Technical marks of participants shall be as per the point scoring methodology. OSBC Ltd, Bhubanewar may include a panel of experts to evaluate the technical presentation. The bidders shall be invited for a Power Point presentation in front of the committee.

### **Opening of Financial Proposal**

The financial proposals of the bidders qualifying the technical evaluation (Second Phase) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The price bids of technically qualified bidders will only be opened for financial evaluation. The name of the bidder along with the quoted financial price will be announced during the meeting.

**Financial Score (FS):** The lowest financial proposal will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

$$F_s = 100 \times FM1/F1$$

(F1 = amount of Financial Proposal as proposed by the bidder; FM1 = Lowest financial quote)

### **Combined and Final Evaluation**

Proposals will finally be ranked according to their combined technical (Ts) and financial (Fs) scores as follows:

$$S = T_s \times T_w + F_s \times F_w$$

(Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively).

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations and they shall be considered for engagement at the rate agreed by the selected agency in the event of withdrawal, failure of the selected agency or on the event of increase in volume of work, or for any other reason.

1. **Statutory Rules, Acts and Regulations:**

- I. The Security agency shall indemnify OSBC Ltd, BBSR against all claims which may be made under the Minimum Wages Act, Provident Fund Act, ESI Act, Payment of Bonus Act, Industrial Dispute Act, Payment of Wages Act or any Statutory modifications or, any other Acts, Rules and Policies as applicable.
- II. The Security agency **shall be** responsible for any accidents caused to the security persons and damage to the equipment during the period of contract OSBC Ltd, BBSR shall in no way be responsible for any of the accidents.
- III. For any failure of implementing the statutory rules and regulations by the security agency, OSBC Ltd, BBSR reserves the right to recover the same from the bills and security deposit of the agency.
- IV. Any violation of Security agency towards payment of Remuneration, EPF/ESI Contributions, Leave salary as per Act and agreement if, brought to the notice of the authority of OSBC Ltd, BBSR, it would be referred to Labour Department for taking legal action against the concerned Security agency and without prejudice to the right of OSBC Ltd, BBSR to terminate the contract in such cases and to recover the dues from the bills and security deposit of the agency.

**B. Submission of Bid :**

The proposal complete in all respect as specified must be accompanied with a Non-refundable Demand draft/ Banker's Cheque amounting to Rs.11,800/- (Rupees Eleven Thousand Eight Hundred) only towards Bid Process Fee in favour of The OSBC Ltd, Bhubaneswar drawn in any nationalised/ Scheduled bank and payable at Bhubaneswar, must be submitted failing which, the bid will be out rightly rejected. The bid should be sent through Speed Post/ Registered Post/ Couriers so as to reach the Authority by Dt. 17.11.2025 by 5 P.M.

The authority will not be responsible for any postal delay. *Bidders shall also submit EMD amount of Rs.2 Lakhs by way of Demand Draft drawn in any nationalised/scheduled bank and payable at Bhubaneswar.* Bids without bid processing fee and EMD amount shall be rejected. Bids submitted after due date will be summarily rejected.

EMD of unsuccessful bidders will be refunded without interest after the award of contract.

The bid has been invited under two bid systems i.e. **Technical Bid** and **Financial Bid**.  
**The bidders are advised to submit two separate envelopes super scribing**

**"Technical Bid"** (SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER FOR SECURITY SERVICES FOR ODISHA STATE BEVERAGES CORPORATION LIMITED, BHUBANESWAR)

and

**"Financial Bid"** (SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER FOR SECURITY SERVICES FOR ODISHA STATE BEVERAGES CORPORATION LIMITED, BHUBANESWAR).

Both sealed envelopes must be kept in a third sealed envelope super-scribing

**"Bid Document-** (SELECTION OF AN AGENCY FOR OUTSOURCING OF MANPOWER FOR SECURITY SERVICES FOR ODISHA STATE BEVERAGES CORPORATION LIMITED, BHUBANESWAR AND ITS DEPOTS)".

Selected bidder will have to deposit a Performance Security of Rs.30 Lakhs (Rupees Thirty Lakhs only) in the form of Bank Guarantee from any nationalised/ scheduled, Bank situated within Odisha in favour of OSBC Ltd, BBSR payable at Bhubaneswar as per the prescribed format provided in the tender document at Section-IX for a period of six months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of six months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the Bank Guarantee period provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and The EMD of the said selected bidder shall be returned after submission of Bank Guarantee and execution of the agreement.

**C. conditions of the tender. List of Documents for submission**

Bidders are required to furnish the following documents along with the Technical Bid:

- a. Covering letter along with power of attorney/Board Resolution in favour of the authorised person on the bidder's letter head.
- b. Demand Draft in support of Bid Process fee as applicable.
- c. Demand Draft in support of EMD.
- d. Copy of Certificate of Incorporation of the firm/agency.
- e. Copy of GSTIN
- f. Copy of PAN
- g. Copy of the valid Licence under the Contract Labour (Regulation & Abolition) Act, 1970.
- h. Copy of the valid licence under Odisha Shops & Commercial Establishments Act, 1956.
- i. Copy of the valid licence under Private Security Agency Regulation Act 2005 (PASARA-2005).

- j. Copies of IT Returns for the last 3 financial years (Duly certified by CA).
- k. Copies of EPF & ESI Registration Certificate.
- l. Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 financial years (Duly certified by CA).
- m. Copies of work orders and completion certificate from the previous organisations for providing similar services.
- n. Undertaking regarding non-blacklisting (On stamp paper)
- o. Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

Any deviation from the prescribed procedures /required information/ formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out rightly rejected.

All entries along with the pages in the bid document should be legible, filled clearly and signed by the authorised representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory should be attached.

The technical Bid will be opened on **20.11.2025 at 11.30 A.M** in presence of the authorised representatives of the bidder who wish to be present on the spot at that time.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

However, the decision of the authority shall be final during the overall selection process. The quoted rates shall include remuneration and shall also include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed/ provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

2. Interested Manpower Service Providers may submit tender document complete in all respects along with other requisite documents on or before **17.11.2025 by 5.00 P.M.** to the General Manager (Admn), OSBC Ltd, 2<sup>nd</sup> Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar.-751023 through Regd. Post/speed post/Courier only. The Authority shall not be held responsible for any postal delay.
3. The Authority reserves the right to reject any or all the tenders/ Bids and approve/ accept any tender/ Bid without assigning any reason thereof.
4. No Bidder shall submit more than one Bid for this supply of manpower. Violation of this shall lead to disqualification of the bidder. Conditional bids will not be accepted.

**TECHNICAL REQUIRMENTS FOR**  
**THE TENDERING SECURITY MANPOWER SERVICE PROVIDER/ AGENCY**

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Application Technical-Bid
- b) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Cuttack Municipal Corporation/ Bhubaneswar Municipal Corporation area.
- c) Covering Letter along with power of attorney, Board Resolution in favour of the authorised person on the bidder's letter head.
- d) Demand Draft in support of Bid processing fee as applicable.
- e) Demand Draft in respect of EMD.
- f) Copy of Certificate of Incorporation/Registration of the firm/agency.
- g) Copy of the valid Licence under the Contract Labour (Regulation & Abolition) Act, 1970.
- h) Copy of the valid licence under Odisha Shops & Commercial Establishments Act, 1956.
- i) Copy of the valid licence under Private Security Agency Regulation Act 2005 (PASARA-2005).
- j) Copy of GSTIN
- k) Copy of PAN
- l) Copies of IT Returns and turnover of Rs.3.00 crores of last 3 (three years) (Duly certified by CA Firm).
- m) Copy of EPF Certificate and last deposit challan
- n) Copy of ESI Registration Certificate.
- o) Copies of the financial statements along with Balance sheet for the last 3 (three) i.e. 2022-23, 2023-24 and 2024-25 years. (Duly certified by CA)
- p) Copies of work orders and completion certificate from the previous organisations towards providing similar services.
- q) Undertaking regarding non-blacklisting (On stamp paper)
- r) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head).

**SECTION-II**  
**TECHNICAL BID**  
**COVERING LETTER**  
**(Bidder Letter head)**

To

**The General Manager (Admn),  
 OSBC Ltd., 2<sup>nd</sup> Floor, Fortune Towers,  
 Chandrasekharpur, Bhubaneswar-751023**

Sub: Tender for Outsourcing of Manpower for Security Services for Head Office and Depots of OSBC Ltd.

Dear Sir / Madam,

I, the undersigned, offer to participate in the tender process to provide services for required security manpower in accordance with your tender Notice No. \_\_\_\_\_, Dated \_\_\_\_\_, We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days from the last date of submission of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully

Authorised Signatory  
 With date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_

## (FORM-T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee: (Demand Draft Details)	DD No....., Date....., Amount (Rs.)....., Drawn on Bank.....
3.	Earnest Money Deposit (EMD)	DD No....., Date....., Amount (Rs.)....., Drawn on Bank.....
4.	Name of The Director/ Partner Proprietor/ Authorised Signatory etc.	
5.	Full Address of Registered Office & Branch office Tel: Fax: Email ID:	
6.	Name of the authorised person signing and submitting the bid on behalf of the Bidder:  Mobile No.: Email ID:	
7.	Bank Name	Account No. Bank and Branch Name: IFSC Code:
8.	PAN No. (Attached self-attested copy)	
9.	GSTIN (Attached self-attested copy)	
10.	Licence under Contract Labour (Regulation & Abolition) Act, 1970	
11.	Licence under Odisha Shops & Commercial Establishments Act, 1956	
12.	Licence under Private Security Agency Regulation Act 2005 (PASARA-2005)	
13.	E.P.F. Registration No. (Attached self-attested copy)	
14.	E.S.I. Registration No. (Attached self-attested copy)	
15.	Acceptance to all the terms and conditions of the tender (Yes/No)	
16.	Carry out assignments as per the scope of work of the RFP	Yes/No

17.	Power of Attorney/ authorisation letter along with Board Resolution for signing the of the bid documents	
18.	Undertaking regarding no criminal case is pending with the police at the time of submission of bid	
19.	Local office in Odisha If yes, Please furnish contact details	Yes/No
20.	Total number of pages in the tender document.	

21. Financial Turnover of the bidder for the last 3 financial years. (Duly certified by CA)

Financial Year	Turn Over (in INR)	Average Turnover (in INR)
FY 2022-23		
FY 2023-24		
FY 2024-25		

**Supporting documents:**  
**Audited certified financial statements for the last 3 FYs** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) Bidder is requested to submit the **GST return** for last **3 financial years**.

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be submitted along with the technical proposal

22. Details of the similar type service provided by the bidder

Sl. No	Name of Authority with complete address & Fax No.	Type of services provided with details of security manpower deployed	Contract Amount (in INR)	Duration	
				From	To
1					
2					
3					

**23. Declaration**

I, Shri Son/Daughter/Wife of Shri \_\_\_\_\_, Proprietor/  
Director/Authorised signatory of \_\_\_\_\_ (Name of the  
Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them;

The information and documents furnished along with the tender are true and  
authentic to the best of my knowledge and belief. I am well aware of the fact that  
furnishing of any false information fabricated document would lead to rejection of our  
tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD amount in the form of Demand Draft.
3. Copy of tender document (each page must be signed and sealed)
4. Dully filled Technical Bid and Financial Bid
5. List of Documents as applicable.

(FORM-T2)

**UNDERTAKING**

**(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting)**

I, hereby undertake that, our organisation has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the last 5 years.

Yours sincerely

Authorised Signatory  
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

(FORM-T3)

**UNDERTAKING**

**(On the Bidder's Letter Head regarding not have any pending judicial proceeding for any criminal offences)**

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorised Signatory  
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

**SECTION –III**  
**FINANCIAL BID**  
**COVERING LETTER**  
**(BIDDER LETTER HEAD)**

(Date \_\_\_/\_\_\_/\_\_\_)

To

The General Manager (Admn),  
OSBC Ltd., 2<sup>nd</sup> Floor, Fortune Towers,  
Chandrasekharapur, Bhubaneswar-751023

**Sub: Request for Proposal for selection of Registered an agency for providing security manpower for head office, Depots & allied offices of OSBCL on outsourcing basis. (Financial proposal)**

Sir/ Madam,

I, the undersigned, offer to provide the services for security manpower for OSBCL(H.O), Depots & allied offices on outsourcing basis in accordance with your Tender No....., Dated..... Our attached financial price is (*insert amount(s) in words and figures*) for the proposed service. This amount is inclusive of all taxes applicable except GST Act. I do hereby undertake that, in the event acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorised Signatory  
( In full and initials)

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

FORM-1APPLICATION – FINANCIAL BID

For providing security personnel to Odisha State Beverages Corporation Ltd,  
Bhubaneswar

Name of the tendering Security Service Provider ;

Description	Security Supervisor (Skilled)	Armed Guard (Skilled)	Civil Guard (Semi skilled)
Wages along with VDA  (Per Day Per Head) <b>(Exclusive of EPF, ESI, Bonus, National Festival &amp; Leave Wages)</b>			
Agency Commission  (Per Head Per Day)			
Total			

Date

Signature of the Bidder

Full Name

Place :

Seal

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

Note : (i) The daily rate of wages shall be inclusive of wages payable for the weekly day of rest keeping in view of the statutory provision under the Minimum Wages Act and as per the Labour & ESI Deptt. Notification dated 30.04.2025 as well may be charged as per the rule applicable from time to time. Security Services shall be required 24 x 7 days and security guards need to be deployed keeping the applicable Labour Laws in view and any other notification of the Govt. in this regard as well.

(ii) EPF @13%, ESI @ 3.25%, Minimum Bonus %8.33%, National Festival @ 8 days per year, Leave wages @ 18 days per year will be applicable and may be charged as per the rule applicable from time to time.

(iii) Two pairs of uniforms as well as two pairs of ankle boots, one pair of rainy coat, whistle, loaded torches and security related equipment to all security personnel as per their post must be supplied by the Security Service Provider and will also ensure wearing of proper uniform at the time of performing their duty. OSBC Ltd will reimburse maximum upto @ Rs 4500/- per head to the selected security service provider in each year on submission of the supporting bill. The wearing of uniform by the deployed security personnel must be started within one month of commencement of service. Hence it is the sole responsibility of the service provider to act accordingly.

**N.B:**

The payment shall be made on end of the calendar month only on the basis of absentee statement for each manpower.

It is made clear that while quoting the "Service Charges", the Agency is required to keep in mind the Office Memorandum No.19595 dt.11.7.2023 issued by Govt. Of Odisha in Finance Department whereby the guidelines were fixed regarding Rate of Service Charges in outsourcing of services.

It may be indicated here that the aforesaid categories of security manpower who are currently working in OSBCL (H.O) & Depots through the Service Provider Agency- will be given preference during deployment of Manpower in compliance to the order dt.14.3.2016 passed by the Hon'ble High Court of Orissa in W.P.(C) No.20124 of 2015 and other similar cases. The relaxation in age & qualification for each category of post shall be given taking into account their experience in OSBC Ltd. for implementation of the order Hon'ble High Court.

**SECTION-IV**  
**BID SUBMISSION CHECK LIST**

Sl. No.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL BID (ORIGINAL)</b>			
1.	Covering Letter in Bidders Letter Head		
2.	Bid Processing Fee		
3.	EMD		
4.	Copy of Incorporation/ Registration Certificate of the Bidder		
5.	Copy of PAN		
6.	Copy of GSTIN		
7.	Copies of Income Tax Certificate for the last 3 (three) Financial years (2022-23,2023-24 & 2024-25) certified by CA		
8.	Copy of Valid EPF & ESI Certificate		
9.	Copy of the valid Licence under the Contract Labour (Regulation & Abolition) Act, 1970		
10.	Copy of the valid licence under Odisha Shops & Commercial Establishments Act, 1956		
11.	Copy of the valid licence under Private Security Agency Regulation Act 2005 (PSARA-2005)		
12.	Copies of IT Returns for the last 3 years AYs		
13.	Technical Bid duly filled in (Covering Letter, FORM-T1, T2 and T3)		
14.	Financial details of the bidder along with all the supportive documents such as copies of income/ Expenditure statement and Balance Sheet for the last 3 years certified by CA		
15.	Power of Attorney Authorisation Letter in favour of the person signing the bid on behalf of the bidder.		
16.	List of completed/ on-going assignments of similar nature (past experience details) along with the copies of work orders for the respective assignments from the authorities and completion certificates		
17.	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during the recent past (FORM-T2)		
18.	Undertaking for not having any police case pending against the bidder (FORM-T3)		
<b>FINANCIAL BID (ORIGINAL)</b>			
1.	Covering Letter in Bidders Letter Head		
2	Duly filled in Financial Bid (FORM-F1)		

It is to be ensured that:

- All information have been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory (In full and initials): \_\_\_\_\_

Name and Designations with Date and Seal: \_\_\_\_\_

**SECTION-V****SCOPE OF WORK**

The selected agency shall be required to perform the following scope of work:

- (i) The security personnel deployed by the agency shall ensure regulation of authorized access of the personnel and visitors.
- (ii) The security personnel deployed by the agency shall ensure detection & prevention of unauthorized entry and exit of men, materials, vehicles and other tangible and intangible goods.
- (iii) Identify protection arrangements, contingency plan and recommendations for reinforcement at the time of emergencies, safety of lives and compliance to laid down regulations.
- (iv) The agency will be required to deploy approx. 170 nos. (both skilled and Semi-skilled) security personnel. The approx. numbers of skilled and semi-skilled manpower (security personnel) required are as under :-

<b>Security Supervisor</b>	<b>- 10 Nos. (Skilled)</b>
<b>Armed Guard</b>	<b>- 20 Nos. (Skilled)</b>
<b>Civil Guards</b>	<b>- 140 Nos. (Semi Skilled)</b>
<b>Total</b>	<b>- 170 Nos.</b>

The numbers mentioned are indicative in nature and may increase or decrease as per the decision and requirement of OSBC Ltd

- (v) The agency will provide proper uniforms, arms & ammunitions, long range torch lights, whistle, lathis, shoes, caps and other such accessories to the security personnel which are required to perform the services efficiently and effectively for which maximum upto Rs 4500/- per head in each year will be reimbursed in favour of the Service Provider.
- (vi) The personnel deployed can be transferred to any depot or HO as and when required by the OSBC Ltd. OSBCL reserves the right to deploy/transfer any personnel to its depots/HO as and when required.
- (vii) The security personnel deployed by the agency shall be responsible for prevention of theft and pilferage and protection of OSBCL property from sabotage and damage at different location.
- (viii) The security personnel deployed by the agency shall be responsible for manning of gates, posts and patrolling of entire area at work sites & offices.
- (ix) The security personnel deployed by the agency shall ensure prevention of fire hazards and be equipped with using appropriate firefighting equipment and handle of situation in case of fire breakout.

(x) The security personnel deployed by the agency shall always bear good conduct and moral character. The security personnel should be physically and medically fit to carry out their services.

(xi) The Security Service Provider shall ensure deployment of security personnel in such a manner that the security is ensured in all the three shifts of 8 hours each 24 x 7 day a week along with compliance of all the applicable Labour Laws and Notifications issued from time to time by the competent authorities in this regard. The number of security personnel may be increased or decreased at the discretion of the competent authority of OSBC Ltd.

(xi) The security supervisor will be available 24x7 in the depot perimeter as a responsible person. In case he leaves the depot for any reason, he will give the proper charge to other responsible person after taking prior permission from the BM/ABM.

**SECTION-VI**  
**GENERAL TERMS AND CONDITIONS**

1. The Civil Guard, Armed Guard and Security Supervisor to be deployed must be physically and mentally fit to perform such duties. They must not have any medical disability. The Armed Guard should have valid gun license and security supervisor should have adequate supervisory experience. The personnel so deployed should be paid minimum wages in full compliance with the latest wage rate of Labour & ESI Deptt. Notification, Govt. of Odisha along with EPF and ESI facilities. The essential qualification and experience required are as follows :-

Sl No	Categories	Qualification & Age Limit	Experience
(a)	Civil Guard (Semi Skilled)	10 <sup>th</sup> (Pass), Minimum 21 years and maximum 50 years	Having security training certificate as indicated Rule 5 of the Private Security agency rule 2009
(b)	Armed Guard (Skilled)	10 <sup>th</sup> (Pass), Minimum 21 years and maximum 50 years	Having valid gun license, training certificate & no criminal record,
(c)	Security Supervisor (Skilled)	10 <sup>th</sup> (Pass), Minimum 30 years and maximum 50 years	Having security training certificate as indicated Rule 5 of the Private Security agency rule 2009. Minimum 5 years experience in security services

2. The Service Provider is required to provide total standard security service round the clock and vigilance to the entire premises. The entire administration, establishment & management in respect of the security personnel deployed for the captioned work shall be the responsibility of the Security Service Provider.
3. The Security Service Provider will also be responsible for their leave, replacement, weekly off, holiday and other welfare measures and keep OSBC Ltd, indemnified against any claim made by the personnel deployed. The deployed personnel shall not claim nor shall be entitled to get any financial or other benefits from OSBCL. If any deployed person is found to be negligent, disobedient or mischievous, the Security Service Provider shall upon information/instruction from OSBCL shall replace the said person immediately with a suitable substitute.
4. No security personnel deployed by the agency shall be paid at any time less than the minimum wages as prescribed by the office of the Labor Commissioner, Odisha, Bhubaneswar towards minimum wage rate with Variable Dearness Allowance (VDA) from time to time. In the event of revision of the minimum wages by GoO/ Gol, the remuneration for each personnel per day shall be revised accordingly.

5. In case of revision in minimum wages by the office of the Labour Commissioner, Odisha the same will be considered for calculating the monthly remuneration of each security personnel (manpower) deployed with the approval of OSBCL. However, the service charge quoted by the selected agency will remain the same.
6. EPF, ESI and other statutory dues as applicable shall be paid to each security personnel by the agency. Any dispute with respect to the payment of wages, dues, contributions and deductions shall be the sole responsibility of the agency. OSBC Ltd shall not be held responsible.
7. The working hours of the engaged personnel/ security guards should be in line with the applicable laws. Further, no security personnel shall be allowed to work on multiple shifts in the same day.
8. The agency is required to submit to OSBCL the detailed bio-data of the security personnel to be deployed at different sites by the OSBCL.
9. The agency is required to comply with all provisions as stipulated under Odisha Private Security Regulation Act' 2005/ 2021 and Odisha Private Security Agency Rule'2009.
10. The Agency shall issue valid I-Card to each of the security personnel deployed by them. The security personnel shall always wear & display the I-Cards during the working hours at their respective places of deployment.
11. The security personnel deployed by the agency shall report to the designated staff of OSBCL and the designated staff shall certify the presence and working hours of the security personnel. The agency shall not assign the job or any part thereof to any other agency or third party.
12. OSBCL shall have the right to place requisition for number of security personnel to be deployed at any point of time and the agency is bound to comply with instructions. In no case, the agency can challenge the decision on number of security personnel to be deployed at any point of time.
13. The agency shall in no case increase or decrease the number of security guards deployed by them other than as instructed by OSBCL. If it comes into the notice of OSBCL, that the agency has defaulted under the obligations mentioned in this clause, then in such case suitable action may be initiated by OSBCL as deemed proper.
14. It is clearly understood by the agency that there shall be no employer-employee relationship whatsoever between OSBCL and the security personnel deployed by the agency for discharging their duties.
15. The agency at its own cost shall be responsible to conduct periodical health/ medical Check-up of the security personnel deployed at OSBCL in conformity with applicable labour laws of Government of Odisha. OSBCL shall not be held responsible for any negligence on the part of the agency in this regard and submit a certificate thereof to OSBCL.
16. Two pair uniforms as well as two pair ankle boots, one pair rainy coat, whistle, loaded torches and security equipments to all security personnel as per their post must be

supplied by the Security Service Provider and will also ensure wearing of proper uniform at the time of performing their duty. OSBCL will reimburse minimum upto @ Rs.4,500/- per head to the selected security service provider in each year on submission of the supporting bill. The wearing of uniform by the deployed security personnel must be started within one month of commencement of service. Hence it is the sole responsibility of the service provider to act accordingly with proper prior approval of OSBCL.

17. Security Personnel deployed by the Service Provider are to be covered under proper insurance for industrial accident or any accidental injury /death arising in course of employment during the duty. In the event of failure on the part of the Service Provider to take proper insurance, if any liability arises on such account on OSBCL, the same shall be borne by the Service Provider failing which the amount of liability shall be recovered from the Performance Security Guarantee.
18. The Branch Manager of depots of OSBCL as well as the General Manager (Admn.) of H.O. or designated authorized official shall be at liberty to conduct surprise checks regarding the security arrangements.
19. Any compensation for this engagement on account of death, disability of any security personnel so provided for deployment in depots as well as H.O. of OSBC Ltd. will be the responsibility of the Security Service Provider. Even if such disability manifests after termination of the contract, it shall be the exclusive liability of the Security Service Provider.
20. The payment will be made by the OSBCL to the selected agency on monthly basis. The monthly fee shall be calculated based on the remuneration paid by the agency to its security personnel deployed at OSBCL according to minimum wage rate as per provisions by the office of the Labor Commissioner, Odisha, Bhubaneswar towards minimum wage rate with Variable Dearness Allowance (VDA) along with ESI, EPF contribution by the agency and the service charge quoted by the agency.
21. The agency shall submit the invoice by 3rd working day of each subsequent month to the office of GM (Admin), OSBCL
22. The agency while submitting the invoice shall provide all relevant documents supporting the claim as mentioned below regarding deployment of security personnel on site.
  - (i) Attendance sheet along with absentee statement of the deployed security personnel duly certified by the Branch Manager of the depot and G.M. (Admn.) in H.O. or authorized staff of OSBCL.
  - (ii) Wages sheet of all the security personnel deployed.
  - (iii) Proof of all statutory payments such as ESI/ EPF for the previous month.
23. In case, the agency fails to submit the proof as defined in clause 22 (iii), the amount claimed towards ESI and EPF contribution in the next month will be withheld till submission of required document.
24. The agency shall ensure that manpower engaged by them must receive their entitled remuneration on time. In view of this, the following procedure shall be adopted:

a) The agency shall make payment to its deployed manpower by 07<sup>th</sup> day of the succeeding month as per provision of minimum wages act. It shall not be linked with the payment process of the bills by OSBCL. OSBCL shall make the best endeavors for timely payment of the bills due to the agency. The agency shall not keep the salary / wages of any deployed security personnel on hold at any circumstances.

b) Payment to such manpower must be made by the agency through e-transfer only. To ensure this, the agency will provide bank account details opened for every deployed security personnel.

25. The service charge as quoted by the selected agency shall remain unchanged during the period of contract or in any extended period of contract, if any.
26. The Security service provider shall pay for the National & Festival holidays per month per head i.e. @ 8 days per year as well as leave wages per month per head @ 18 days per year on monthly basis or as the rule provides to each deployed security personnel as per their wages. The Security service provider shall be reimbursed all the payments made by it in this regard from OSBC Ltd. On submission of the proof of payment for the same.
27. The Security Service Provider shall deposit the applicable Employees Provident Fund (E.P.F.) @ 25% i.e. (12% employee's share + 13% employer's share) and also deposit Employees State Insurance (E.S.I.) @ 4% i.e. (0.75% employee's share + 3.25% employer's share) separately for the deployed security personnel in OSBCL. The Security Service Provider shall be responsible for such contribution and deposit at the present rate or as per the changed rate from time to time under intimation to OSBCL. He shall submit copies of ECRs for such payments in support of his compliance of the same to the OSBCL and also for reimbursement of the same. The Security Service Provider shall ensure creation/merger of the Unique Activation Number (UAN) and issuance of EPF Pass Book of each deployed security personnel. The Security service provider shall also ensure issue of ESI cards in favour of each deployed security personnel.
28. The Security Service Provider shall be responsible for payment of minimum Bonus to the deployed security personnel as per the Payment of Bonus Act from time to time and it will be reimbursed by OSBCL on submission of supporting bill with other related papers/documents.
29. The Security Service Provider shall have exclusive responsibility for payment of employer's and employee's contributions per year @ Rs.40/- and Rs.20/- respectively to the Odisha Labour Welfare Board as per the letter no.277 dt.5.1.2019 of Labour Commissioner, Odisha, Bhubaneswar. The Security Service Provider will deduct @Rs.20/- from the wages of each deployed security personnel and Rs.40/- will be borne by the Security Service Provider.
30. The Security Service Provider will be liable to deposit the GST @18% i.e. (CGST @ 9% & SGST @ 9%) with the Statutory Authority as applicable from time to time on the total billed amount of OSBCL which should be clearly indicated in the monthly bill. The Corporation shall not be responsible in any manner in case of any non-compliance by the Security Service Provider in this regard and any dispute, if arises,

on this account, the Security Service Provider shall be responsible for the same and shall keep OSBCL totally indemnified from any contingencies arising out of it.

31. If the deployed security personnel are found to be involved in any mischievous / criminal activities and/or in dereliction/negligence of duty and if for that reason, any loss occurs to OSBCL, then the Security Service Provider shall bear the financial loss and deposit the amount of loss in OSBCL account within a stipulated period as decided by OSBCL after the occurrence. If the Security Service Provider fails to do so then the loss amount shall be recovered from the amount payable to the said Security Service Provider and/or from the security performance deposit deposited in favour of OSBCL. If the loss amount is more than that of the amount adjusted as per the above, then legal action will be taken against the Security Service Provider as deemed proper to recover the balance amount and agreement shall be terminated.
32. No accommodation shall be provided to the security personnel by OSBC Ltd. The Security Service Provider may arrange suitable accommodation for them in the nearby area and outside the premises of the depot or H.O. as the case may be.
33. The Tax Deduction at Source (T.D.S.) shall be made 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 Corporation to the Security Service Provider.
34. The Security Service Provider shall maintain all statutory registers required under the law and shall produce the same, on demand, to the authorities of the Corporation and/or any other statutory authority.
35. If at any later stage it is found that the Service Provider has furnished false information or document or any adverse antecedent against the Service Provider is found, the Corporation reserves the right to cancel the agreement including forfeiture of Performance Security Guarantee. OSBC may also go for blacklisting the said Service Provider restraining him from participating in future tender.
36. In the event of any dispute arising out of this Agreement, the same shall be resolved through bipartite negotiation, wherein the decision of the M.D., OSBC Ltd. Shall be final and binding.
37. All disputes thereafter shall be within the jurisdiction of the courts at Bhubaneswar only.

**DECLARATION**

I \_\_\_\_\_ Son/Daughter/ Wife of  
Shri \_\_\_\_\_ Proprietor/Director/authorized signatory of the Service  
Provider, mentioned above, am competent to sign this declaration and execute this  
tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
2. 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 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  
Name  
Seal

Date:  
Place:

**SECTION –VII****AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2025, Bhubaneswar  
BETWEEN

THE ODISHA STATE BEVERAGES CORPORATION LTD, presently having its Registered Office at 2<sup>nd</sup> Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar. 751023 Odisha represented by its Managing Director, hereinafter called the "FIRST PARTY" which includes his successors and/or assignee also on the one part.

AND

M/s. \_\_\_\_\_ manpower services providing agency having registered office at \_\_\_\_\_ represented by Sri \_\_\_\_\_ here-in-after called the manpower service provider agency (SPA) or contractor which Expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Whereas the "OSBC Ltd" desires that the services of security manpower are required and where as the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement and as per the terms and conditions of the agreement to the "Manpower Service Providers". Now this agreement witness as below.

1. That the Terms and Conditions including General Terms & Conditions in Section-VI of the Tender document shall be deemed to form and to be read and included as part of this agreement.
2. That in consideration of the payment to be made by " OSBC Ltd" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the " OSBCL H.O" to provide security personnel to be engaged in OSBCL & Depot in conformity with the provision of the terms and conditions.
3. That the "OSBCL (H.O)" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions.
5. That this agreement is valid upto 31.12.2027

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals on the day and year first written above.

Signature of the Security Manpower Service Provider/Authorised Person	Signature of G.M.(ADMN)/Authorised officer on behalf OSBC Ltd.
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In the presence of witness:

Witness

1. Name  
Address

2. Name  
Address

Witness

1. Name  
Address

2. Name  
Address

**PBG Format**

This Bank Guarantee is executed on this [.] day of [.] at [.]

**BY**

[.] {Name of the PSU Bank) having office at Bhubaneswar (hereinafter referred to as the "BANK", which expression shall unless repugnant to the context thereof be demanded to include its successors-in-interest and permitted assigns)

**IN FAVOUR OF**

Odisha State Beverages Corporation Limited, a company incorporated under the Companies Act, 1956, with its registered office at 2nd Floor, Fortune Tower. Chandrasekharpur, Bhubaneswar- 751023 hereinafter referred to as "OSBC", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns)

**WHEREAS**

- A. ....a company incorporated under the Companies Act, 1956/2013 having its registered office at..... or a Partnership Firm or.....(hereinafter referred to as " Manpower Service Provider") shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns has been awarded a Contract by OSBC for providing manpower in security related works of OSBC Ltd.
- B. In terms of Contract, the Manpower Service Provider is required to furnish the Bank Guarantee to OSBC in the form of an unconditional, irrevocable on demand Bank Guarantee valid for a period up to six months after the period of contract is over i e from 01.01.2026 to 30.06.2028 or renew for a further period as deem necessary by OSBC upon prior intimation to the party
- C. The Bank has confirmed that it is an Acceptable Credit Provider and at the request of the Security Manpower Service Provider and for sufficient consideration the Bank has agreed to issue this guarantee in favour of OSBC

**NOW THEREFORE THIS DEED WITNESSESTH AS FOLLOWS:**

1. The Bank unconditionally and irrevocably agrees that it shall upon receipt of a written demand from OSBC shall pay to OSBC, within 3 (three) working days of receipt of such written demand from OSBC, without further proof or conditions and without

contest, recourse, demur or protest and without any enquiry to OSBC or any reference to the Manpower Service Provider, forthwith the full amount, without any deductions or set off or counter claims whatsoever. The sum claimed by OSBC in such demand shall not exceed an amount equivalent to the Guaranteed Amount The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Manpower Service Provider or any other person.

The Bank agrees that this Bank Guarantee does not limit the number of claims that may be made by OSBC against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount.

2. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that OSBC receives the full amount due hereunder as if no such withholding had occurred.
  
3. This Bank Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of:
  - (i) Payment by the Bank of the Guaranteed Amount in full to OSBC;
  - (ii) OSBC notifying the Bank in writing that OSBC has no further entitlement under this Bank Guarantee; and
  - (iii) Six months after the date of completion of contractual work or for any further period as notified by OSBC.

Upon which the obligations of the Bank under this Bank Guarantee shall stand discharged

4. The obligations of the Bank herein are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Security Manpower Service Provider or any change in its ownership or any purported assignment by the Manpower Service Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety

Further, this Bank Guarantee is in no way conditional upon any requirement that OSBC first attempts to procure the Guaranteed Amount from the Manpower Service Provider or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. The Bank hereby unconditionally and irrevocably agrees that its liability under this Bank Guarantee shall not be discharged by virtue of any agreement between OSBC and the Service provider, whether with or without the Bank's knowledge, or by reason of the OSBC showing any indulgence or forbearance to the Manpower Service Provider.
6. The Bank's obligations under this Bank Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.
7. The obligations of the Bank under this Bank Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part including (whether or not known to it or OSBC):
  - (a) any time or waiver granted to, or composition with the Manpower Service Provider or any other person any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Manpower Service Provider or any other person.
  - (b) any variation of the Contract, so that references to the Contract in this Bank Guarantee shall include each variation,
  - (c) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability illegality or invalidity of the obligations of the Bank under this Bank Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee, to the extent that each obligation under this Bank Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability illegality or invalidity,
  - (d) any extension, waiver, or amendment whatsoever which may release a guarantor or the Bank (other than performance or indefeasible payment of a Guaranteed Amount).

8. The Bank represents, warrants and unconditionally and irrevocably undertakes to the OSBC that:
- (a) It has the power to execute, deliver and perform all the terms and provisions of this Bank Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance of this Bank Guarantee by it:
  - (b) the Bank has duly executed and delivered this Bank Guarantee, and this Bank Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles:
  - (c) neither the execution, delivery or performance of this Bank Guarantee by the Bank, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality, (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, Contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;
  - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Bank Guarantee, or (ii) the legality, validity, binding effect or enforceability of this Bank Guarantee; and
  - (e) this Bank Guarantee will be enforceable unconditionally when presented by OSBC for payment to [Name and address of the Issuing/ Confirming Bank], Bhubaneswar.
9. This Bank Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the OSBC in exercising any right, power or privilege hereunder and no course of dealing between the OSBC and the Bank, or the Manpower Service Provider, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. If any one or more of the provisions contained in this Bank Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the OSBC to replace the invalid, illegal or unenforceable provision.
11. The Bank hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Bank Guarantee.
12. Any demand, notice, request or other communication to be given or made under this Bank Guarantee shall be deemed to have been duly given or served:
  - (i) Upon the OSBC, at 2nd Floor, Fortune Tower, Chandrasekharpur Bhubaneswar marked for the attention of General Manager (Admn.)
  - (ii) Upon [Name and address of Issuing/ Confirming Bank] marked for the attention of [Insert title]
13. The Bank:
  - (a) acknowledges that OSBC may review this Bank Guarantee and may require changes thereto as a condition of awarding the contract to the Manpower Service Provider, and
  - (b) shall consider any such requirements in good faith
14. This Bank Guarantee shall be governed by, and construed in accordance with, the laws of India. The Bank irrevocably agrees that any legal action suit or proceeding arising out of or relating to this Bank Guarantee shall be to the exclusive jurisdiction of Courts located in Bhubaneswar.
15. OSBC may assign or transfer all or any part of its interest herein to any 3 Party with prior intimation to the Bank. The Bank shall not assign or transfer any of its right or obligations of this Bank Guarantee under any circumstances except without prior approval of OSBC.
16. Notwithstanding anything else in the Bank Guarantee,
  - (a) Our liability under this Bank Guarantee shall not exceed Rs. 30 Lakhs (Rupees Thirty Lakhs only);
  - (b) The Bank Guarantee shall be valid till 30.06.2028 (provided that the Bank shall continue to be liable until all demands or claims made on or before 30.06.2028]

have been fully paid: The Bank further agrees and undertakes unconditionally that this Bank Guarantee shall be extended from time to time pursuant to any extension of the Contract.

(c) We, the Bank, are liable to pay the guaranteed amount of Rs.30 lakhs (Rupees Thirty Lakhs only) or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 30.06.2028

**IN WITNESS WHEREOF** the Bank has set its hands hereunto on the day month and year first hereinabove written.

Signed and delivered for and behalf of [insert name of Bank] by hand

Witness:

1.....

2.....

Authorized Signatory