



**CIN – U40102OR2004SGC007553**

**E-TENDER DOCUMENT FOR  
PROVIDING SERVICES OF MANPOWER (IT  
PERSONNEL) ON CONTRACT  
(OUTSOURCED) BASIS.**



# ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ଼ି. ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd.Office: Janpath: Bhubaneswar-751022.

Telephone: (0674) 2540051 (EPABX), Website: [www.optcl.co.in](http://www.optcl.co.in)

CIN:U4102OR2004SGC007553

## **e -TENDER NOTICE NO: HRD - 04/2021-22**

Odisha Power Transmission Corporation Limited, Bhubaneswar invites bids (in e-Tendering mode only) under two part bidding system from the reputed Firms / Agencies for providing services of IT Manpower for a period of two (02) years from the date of commencement of the Agreement.

The bidder (s) can free view / download the tender documents from official Website of OPTCL "[www.optcl.co.in](http://www.optcl.co.in)" / e-tender portal of OPTCL "[www.tenderwizard.com/optcl](http://www.tenderwizard.com/optcl)".

1. The intending bidder (s) shall have to pay the non-refundable tender cost of Rs. **13,440/-** (Rupees Thirteen thousand Four hundred Forty only) including GST to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card)].
2. The bidders shall have to submit the non-refundable tender processing fee of Rs. 5900/- (Rupees Two Thousand Three Hundred Sixty) Only including GST through e-payment mode directly to K.S.E.D.C.Ltd, Bengaluru.

**(Note: For tender processing fee to K.S.E.D.C Ltd. Bengaluru, the bidder can use various modes of e-payment facility available on Tender wizard portal i.e. by Credit Card, Debit Card and Net Banking)**

3. The prospective bidder (s) are advised to register their user ID, Password, Company ID with e-tender portal of OPTCL "[www.tenderwizard.com/optcl](http://www.tenderwizard.com/optcl)" by clicking on hyper link "Register Me".
4. Any clarifications on the scope of work and technical features of the tender can be heard from the undersigned during office hours.

**CHIEF GENERAL MANAGER (HRD)**

**TENDER SCHEDULE FOR**  
**PROVIDING SERVICES OF MANPOWER ON CONTRACT (OUTSOURCED) BASIS**

Sl No	Particulars	Remarks
1	Works Name	Providing service of manpower on contract (outsourced) basis
2	NOTICE INVITING TENDER	NIT NO. HRD- 04/2021-22
3	Destination	OPTCL
4	Period of requirement	02 Years
5	Estimated Cost of the Work. (IN INR)	Rs. 56,11,792/- (Per Annum)
6	Cost of Tender documents (IN INR)	Rs. 14,160/- (Rupees Fourteen thousand one hundred sixty) Only including GST [to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card)] (non-refundable)
7	Tender Processing fees.	Rs.5,900/- (Rupees Five Thousand nine Hundred) only including GST (To be paid to K.S.E.D.C Ltd. Bengaluru on e-payment mode. <b>NOTE: For tender processing fee to K.S.E.D.C Ltd. Bengaluru, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).(non-refundable)</b>
8	Request for Online Bid Document	From Dated 05.04.2022, 13.00 Hrs.
9	Issue of Online Bid Document	From > Dated. 05.04.2022, 13.01 Hrs. Up to > Dated. 26.04.2022, 13.46 Hrs.
10	Receipt of bids	Up to Dated. 26.04.2022, 14.00 Hrs.
11	Date and time of opening of Technical Bids (Part-I)	On or after Dated.27.04.2022, 11.00 Hrs.
12	Date and time of opening of Price Bids (Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.

**CHIEF GENERAL MANAGER (HRD)**



**ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଃ.**  
**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**OFFICE OF THE CHIEF GENERAL MANAGER (HRD)**

**Janpath: Bhubaneswar-751022.**  
Telephone: (0674) 2542068, Website: 2  
CIN:U4102OR2004SGC007553

**e-TENDER NOTICE NO HRD - 04/2021-22**

**FOR PROVIDING SERVICES OF MANPOWER ON CONTRACT (OUTSOURCED)**

**BASIS**

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- SECTION-I : GENERAL INSTRUCTIONS TO BIDDERS  
SECTION-II : DETAILED SCOPE OF WORK AND SERVICE LEVEL AGREEMENT  
SECTION-III : TECHNICAL BID

**Part-II**

- SECTION-IV : PRICE BID  
SECTION-V : TERMS & CONDITIONS.  
SECTION-VI : DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER / AGENCY BEFORE DEPLOYMENT OF OUTSOURCED PERSONNEL



**ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ.**  
**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
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**Janpath: Bhubaneswar-751022.**  
Telephone: (0674) 2542068, Website: [www.optcl.co.in](http://www.optcl.co.in)  
CIN:U4102OR2004SGC007553

**TENDER NOTICE NO HRD - 04/2021-22**

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**Part- I**  
**SECTION -I**

**GENERAL INSTRUCTIONS TO BIDDERS:**

The Odisha Power Transmission Corporation LTD (OPTCL) invites recognized, Registered, well established and financially sound Manpower Service Providers for providing the service of IT Manpower on contract (outsourced) basis for use of OPTCL Corporate Office & field units. OPTCL, a Government of Odisha, Power Transmission Utility invites this FMS services for Hqrs. and ZITCs in OPTCL across Odisha.

1. The Contract for providing aforesaid service will be for two years from the actual date of agreement or may be curtailed/ terminated before the due date owing to deficiency in service or substandard quality of manpower deployed by the selected service provider at the sole discretion of the corporation or because of change in the Corporation's requirements. The Corporation, however, reserves right to terminate the contract at any time after giving 7 (seven) days' notice to the selected provider, if the provider fails to provide quality of services or violates any terms of the agreement or without assigning any reason. In the event of such termination of the contract, the firm/ manpower service provider shall only be entitled for the amount for services actually provided under the contract till the termination of the contract, subject to deduction, if any, under the terms of contract. No other claims can be allowed or considered.
2. OPTCL has tentative requirement for Manpower. The requirement may increase/decrease as per requirement of the Corporation.
3. The approximate no. of Manpower (IT Manpower) requirement is as follows:-

Sl No.	Category	Approximate nos. of requirement
1	Software Developer	1
2	For 8nos. of ZITC	8
3	IT Help Desk	2
4	Maintenance, N/W, Deskside, VC Support	5

4. **(A) SPECIFICATION OF PERSONNEL TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER:**

- i. Minimum Educational Qualification:

Sl No	Category of Manpower	Qualification & Exprience	Age limit
1	Software Developer	The outsourced person should have passed B.E./ B.Tech (CSE, IT) or MCA from a recognized University with minimum 5 year experience in Oracle, Form Builder, Java, Oracle EBS Development etc.	Minimum: 18 years & Maximum: 50 years as on date of deployment
2	For 8nos. of ZITC	The outsourced person should have passed B.E. / B.Tech (Any Discipline) or MCA from a recognized University with minimum 2 year experience in similar job profile.	Minimum: 18 years & Maximum: 50 years as on date of deployment
3	IT Help Desk	The outsourced person should have passed B.E. / B.Tech (Any Discipline) or MCA from a recognized University and having minimum 2 years' experience in similar job profile.	Minimum: 18 years & Maximum: 50 years as on date of deployment

4	Maintenance, N/W, Deskside, VC Support	The outsourced person should have passed Graduation from a recognized University with PGDCA and should have done at least one of the H/W - N/W Courses (DCHA, CCNA, ADCHN) with minimum 2 year experience in similar job profile.	Minimum: 18 years & Maximum: 50 years as on date of deployment
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ii. Should have possessed prescribed Physical Standards.

(B) i. OPTCL shall verify the suitability of the candidates before deployment by Manpower service provider / agency.

ii. **The Personnel deployed will be well dressed as per the dress code prescribed by the Manpower service provider with Identity card.**

iii. List of Manpower short listed by the Firm for deployment containing full details i.e. date of birth, marital status, address, educational qualification etc. shall be submitted.

iv. Copies of certificates about required qualifications of individual persons shall be submitted by the Agency before deployment.

v. There shall be a Contract for Services instead of Contract of Service for all practical purposes. The contractor shall make this clear to the deployed personnel and get an undertaking that he / she shall not have any claim for permanent service in OPTCL as a consequence of his / her deployment on outsourced basis and no representation on this behalf shall be entertained.

#### 5. **Validity:**

The Offer should be valid for a period of 180 days from the date of opening of technical bid, failing which the tender will be liable for rejection.

#### 6. **Price:**

The price quoted should be firm and should be in Indian Rupees. The details regarding quoting of price bid are indicated in Section III of price bid format. Quoting in any other form than the enclosed Bid format will make the offer liable for rejection. The rate quoted shall remain firm throughout the period of the contract.

#### 7. **Duration of Contract:**

**The effective date of the contract** for providing the aforesaid services shall be the date of the contract **agreement made** and would continue till completion of **02 (Two) years**, The Management of OPTCL, reserves the right to terminate the contract by giving **01 (One) months' Notice** to the selected Firm / Agency (s).

## 8. **Eligibility Criteria of Bidders:**

The bidders shall meet the following minimum eligibility requirement through supporting document to qualify for participation in the bidding process:-

<b><u>Technical Criteria</u></b>		
<b>Description of Criteria</b>		<b>Required Supporting Document</b>
(i)	The bidder shall necessarily be a legally valid entity, with minimum 3 (three) years of experience in providing similar services by the last date of submission of the bid.	Attested copy of Certificates of incorporation/ registration issued by the respective authority along with copy of MoA and AoA indicating business in similar services.
(ii)	The bidder shall have Quality Certificate (ISO 9001:2008) and ISO 27001 for related field, that is designing monitoring & operation of IT Infrastructure & Network, IT Security & at the time of submission of the bid (bidder has to ensure that the certificate remains valid during the life cycle of the project).	Necessary Certificate in this regard may be attached.
(iii)	Should have rendered similar service valued more than Rs.1 crore with a government / PSU/government undertaking in a single order during the last three financial years ending immediately preceding the date of submission of bid.	Necessary Certificate in this regard may be attached.
(iv)	Should have min 3 nos. of FMS and IT Management Services project with in Central government PSU/Undertaking, State government PSU/Undertaking) and bidder should have minimum 3 years of experience of Facility and IT Management Services project.	Necessary Certificate in this regard may be attached.
(v)	Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF Registration, ESI Registrations.
(vi)	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	Undertaking as per <b>Schedule</b> . Undertaking needs to be provided in letter head of bidder.
(vii)	The registered office / Branch office of the Service provider must be located within the jurisdictional area of Corporate office of OPTCL.	Valid address proof of the office.



<b>Financial Criteria</b>		
(i)	The Bidder must have their own Bank Account	Attested supporting Documents
(ii)	The Bidder must be a regular IT return Filer, Copy of IT Returns for last three financial years.	Duly attested supporting documents.
(iii)	The Bidder must have minimum average turn-over of 10 Crore for last 3 consecutive years by providing similar type of Manpower services only. The net worth of the company must be positive and healthy.	Duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over during last three financial years. (Form T-7)
(iv)	The Bidder must have provided their Bank Details along with IFS Code, Branch Code, RTGS details along with a crossed cheque.	Self-attested supporting Documents.
(v)	The Bidder must duly authorized their signatory.	Power of attorney / authorizations must be enclosed along with the tender.

**N.B:**

1. Net Worth of the Agency as on 31st March of previous Financial Year should be positive. In case due to COVID-19, the audited balance sheet for the year 2020-21 is not available, the balance sheet of the previous year i.e. 2019-20 will be considered with undertaking from the statutory auditor.
2. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.

## 9. **(A) Submission of Bids:**

The bidder shall submit the bid in Electronic Mode only i.e. [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). The bidder must ensure that the bids are received in the specified website of the OPTCL within the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request from any bidder to the OPTCL to collect the Bids in physical form will be entertained by OPTCL.

OPTCL reserves the right to reject any bid, which is not submitted/deposited according to the instruction, as stipulated in the notification. The participants to the tender should be registered under ODISHA GST Laws.

- i. For all the users it is mandatory to procure the Digital Signatures.
- ii. Contractors / Bidders are requested to follow the below steps for **Registration:**
  - a) Click “**Register**”, fill the online registration form.
  - b) Pay the amount of **Rs.2,360/- including GST** through DD in favor of **K.S.E.D.C Ltd** Payable at Bangalore.
  - c) Send the acknowledgment copy for verification.
  - d) As soon as the verification is being done the e-tender user id will be enabled.
- iii. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- iv. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
  - a. Insert the PKI (which consist your Digital Signature Certificate) in your System.  
(Note: Make sure that necessary software of PKI be installed in your system).
  - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
  - c. Go to Start > Programs > Internet Explorer.
  - d. Type [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) in the address bar, to access the Login Screen.
  - e. Enter e-tender User Id and Password, click on “**Go**”.
  - f. Click on “**Click here to login**” for selecting the Digital Signature Certificate.
  - g. Select the Certificate and enter DSC Password.
  - h. Re-enter the e-Procurement User Id Password.
- v. To make a request for Tender Document Bidders will have to follow below mentioned steps.
  - Click “Un Applied” to view / apply for new tenders.
  - Click on Request icon for online request.
- vi. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:

- Click to view the tender documents which are received by the user.
  - Tender document screen appears.
  - Click “Click here to download” to download the documents.
- vii. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
  - Note down / take a print of bid control number once it displayed on the screen
- viii. Tender Opening event can be viewed online.
- ix. Competitors bid sheets are available in the website for all.
- x. **For any e-tendering assistant contact help desk number mentioned below.**
- (ii) Bangalore – 080-40482000.

The participants to the tender should be registered under ODISHA GST.

**While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet OPTCL’s requirements. Bidders and participants to this tender may consult their own legal advisers in relation to this tender before submission of Tender.**

**(B) Tender shall be in Two Parts**

The Tenderers are required to submit the tender in two parts i.e. Part-I (Technical) and Part-II (Price Bid).

**(C) Eligibility for Submission of Bids:**

Only those service providers who have deposited the cost of tender specification & fulfils eligibility criteria as laid down in **8** are eligible to participate in the tender.

**(D) Submission of Technical Bid & Documents to Accompany the Bid:**

The intending Bidders are required to submit the technical Bid in the prescribed format as in section II of tender specification and also submit copy of the following documents, along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered for further evaluation:**

- I. Cost of tender paper to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).
- II. Attested copy of registration certificate of Agency /Firm /Company.
- III. Certified copy of the statement of bank account of agency for the last three years;
- IV. Attested copy of PAN / GIR Card;
- V. Attested copy of the latest IT return filed by agency;
- VI. Attested copy of GST registration certificate;
- VII. Attested copy of the E.P.F. registration letter / certificate;

- VIII. Attested copy of the E.S.I. registration letter / certificate;
- IX. Certified documents in support of the financial turnover of the agency;
- X. Certified documents in support of entries in column 13 of Technical Bid
- XI. Copy of the Tender Document with each page duly signed and sealed in each page by the authorized signatory of the Bidder / Agency in token of their acceptance.
- XII. Annexure G.(if in form of BG)
- XIII. Performance certificate obtained from GM (HRD) MPPR, OPTCL, Hqrs. Office, Bhubaneswar. (If the agency has supplied manpower to OPTCL earlier)
- XIV. Power of Attorney/authorization for signing the bid documents (in Form-T3).
- XV. An undertaking regarding blacklisting of the Firm/Agency/Company and on criminal case pending against the Director of the firm/Company/Agency participating in the tender.(Annexure -D)
- XVI. Letter of application on the Bidders letter head in Form-T1.
- XVII. All required Forms & Annexures provided in the Tender.

**(E) Submission of price Bid (part-II):**

The tenderers are required to submit the price Bid in the prescribed format as in section V.

**(F) Earnest Money Deposit:**

EMD amount Nil. However bidder has to submit “bid security declaration” in Bid Security Declaration Form **(Annexure-A)** given below that if they withdraw or modify their bids during the validity period “they will be suspended/debarred for a period of three years”.

**(G) Conditional Offer:**

Conditional offer shall not be accepted.

**(H) Opening of Bids.**

- i. The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in presence of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days’ time for submission of such clarifications.

On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

- ii. When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.
- iii. The price bids of the technically and otherwise acceptable bids shall only be evaluated.  
It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- iv. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.
- v. For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

**(I) Management's Right to Reject Bids:**

The Management reserves the right to reject any or all the tenders without assigning any reasons what so ever.

**(J) Security Deposit:**

The successful Bidder will have to deposit a **Security Deposit @ 03%** of the contract value in shape of **Demand Draft** or **Pay Order** issued by any **scheduled Bank** in favor of the **D.D.O (Head Qrs.), OPTCL, Bhubaneswar** and payable at **Bhubaneswar** or in the form of **Bank Guarantee (B.G) from any Nationalized Bank** drawn in favor of **CGM (HRD) Odisha Power Transmission Corporation Limited, Bhubaneswar and payable / en-cashable at Bhubaneswar** covering the contract period. The same shall be submitted by the agency during office hour to the **CGM (HRD) OPTCL, Janapath, Bhubaneswar – 751022.**

**(K)** The Supervision Charges, Consolidated Remuneration, statutory dues and other allowances etc. under the labour laws and other laws payable by the bidder should be indicated in detail.

**(L) The bidder has the liberty to seek revision of statutory dues if the statutory dues go on revision during operation of the agreement.**

**(M) Evaluation of Bid:** - The Tender shall be evaluated at the Corporate Office and the job may also be split among more than one Tenderer if considered necessary in the interest of the Management. OPTCL may alter the number of Manpower at the time of placing orders. Initially the order may be placed for lesser numbers with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.

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## **SECTION-II**

### **DETAILED SCOPE OF WORK AND SERVICELEVEL AGREEMENT (SLA)**

#### **A. Introduction**

**(OPTCL)**, one of the largest Transmission Utility in the country was incorporated in March 2004 under the Companies Act, 1956 as a company wholly owned by the Government of Odisha to undertake the business of transmission and wheeling of electricity in the State. The registered office of the Company is situated at Bhubaneswar, the capital of the State of Odisha. Its projects and field units are spread all over the State.

#### **B. Scope of Work of Facility Management Support (FMS):**

The Scope of I.T outsourcing For ZITCs, Help Desk and Additional IT outsourcing for functional services includes the following:

##### **i) ZITCs:**

1. Office automation support to all DDOs/Sub Station/Sub Division under the jurisdiction at each Zonal IT Centres.
2. As e-shakti has been rolled out, the Zonal IT centre being the training and support Centre shall work rigorously towards successful implementation of eShakti modules and other IT applications viz; GIS, AMI, In House Applications etc.
3. The IT Work outsourcing includes giving hands on support to officials in field units under the Zonal IT Centre which is essential for successful implementation of e-Shakti and other IT applications.
4. Management of client PCs and other IT peripherals, Operating System Patches, resident remote agent software etc.
5. Liaison with all IT vendors for day to day maintenance support in terms of patching, peripheral device support etc.
6. Liaison with users in obtaining data during roll out, providing messaging services Support.
7. Management of Network links and associated testing from time to time.
8. Liaison with ISP/MPLS service Provider& Network integrators upon consultation with OPTCL network team.
9. Building work description for Historical data.
10. In addition to GIS, AMI project support and e-Shakti Balance modules support any other technical support required from time to time.

##### **ii) Help Desk Support:**

The detailed scope of work is mentioned below.

Helpdesk support includes provisioning of staff for Helpdesk to act as a single-point-of contact, via a telephone, email and Web Assistance for OPTCL/GRIDCO/SLDC's End Users who require assistance in the identification, diagnosis and resolution of issues, problems, concerns, and questions and to request Services.

**(a) Hardware & Software Help Desk Services cover**

Hardware: PCs, Printer, Scanner and other IT peripherals

Software: Legacy Systems like; Financial Accounting (TF), Payroll and Cash Management.

ERP Systems (e-Shakti) modules, GIS. Digitization of Drawings

1. Provide HIGH level support for hardware and software, including incident logging, assigning incident numbers and dispatching the appropriate support personnel or vendor to remedy a problem.
2. Provide system status messages, as requested.
3. Notify designated personnel of systems or equipment failures, or of an emergency, according to the Procedures Manual
4. Provide OPTCL with complete and timely problem status through the problem tracking system, as requested;
5. Maintain an updated help desk personnel contact listing.

**(b). Management Services**

1. Provide "ownership-to-resolution" of all help desk calls, monitor and report on the progress of problem resolution, confirm resolution of the problem with the End User, and log the final resolution via the problem management system;
2. Record, analyze and report on calls received by the help desk, including:
  - i. Call volumes and duration.
  - ii. Incident & Problem trends.
  - iii. Call resolution time
3. Assign priorities to problems based on queries, and requests based on the guidelines/SLA provided by OPTCL.
4. Monitor and report to OPTCL on maintenance vendor performance
5. Provide input to OPTCL on End User training requirements based on help desk call tracking and analysis
6. Update contact list of users initially provided by OPTCL.

**(C) User Oriented Services**

1. Provide an interface for user requests, such as new user Ids, address changes, routing requests, and password changes.
2. Advise the End User to take reasonable steps to backup information, if possible, prior to attempting to effect a resolution either by phone or hands-on during desk Side support service.
3. Assist End Users with Office automation and e-Mail "HOW TO" and usage questions.
4. Build FAQs and publish on help Desk so as to prompt avoidable calls.

**iii) Software Development Assistance:**

1. To assist in attending the in-house application development assigned by respective owner of the IT Application in OPTCL.

2. To configure and manage the current software application hosted in OPTCL.
3. To suggest state of the art technology in IT application development so as to enable OPTCL to migrate to the newer system to save money.
4. To gather requirement from user departments and suggest automation of legacy system.
5. To prepare MIS report from the different application environment.
6. To diagnose and provide resolution related to e-Shakti module, Oracle EBS, Oracle Forms and other already installed applications in IT Dept.

**iv) Maintenance, Network, Desk side, VC support**

**(a) Maintenance Support**

Maintenance Support includes attending the calls of users assigned by helpdesk team related to issues associated with IT Peripherals like PC, Printer, Scanner and any other IT equipment at OPTCL across Odisha.

**(b) Network Support**

Network support includes works related to network passive components like CAT-6 Cable laying, crimping, diagnosis and troubleshooting of fiber optic cable fault etc.

1. The overall Management and Maintenance of Networking by Checking and Managing network status and taking remedial action in case of faults. This involves active coordination with the network Service providers.
2. Identify network related problems and escalate to respective teams.
3. Management of Network links and associated testing from time to time.

**(C) Desk Side Technical Support Services**

This service provides maintenance for IT equipment (desktop, laptop & peripherals such as printers etc.), including Warranty service management, including coordination and claims processing will be provided.

1. Provide single-point-of-contact to End Users for the resolution of Desk side related problems or to request an equipment upgrade or consultation.
2. Provide Desktop Maintenance services, corrective maintenance to remedy a problem, and scheduled health check to maintain the Desktop in accordance with manufacturers' specifications and warranties;
3. Ensure issue resolution with the appropriate vendor maintenance provider for Hardware maintained under third party agreement.
4. Upgrade or modification of existing hardware or software on desktop machine and servers which include substitution of hard-disk driver, upgrading oracle database to higher version etc.
5. Coordinate and schedule maintenance activities with the End User and OPTCL appropriate support functions, such as network support, facilities support, etc., subject to the Change Management Procedures.
6. Implement Recovery Procedures.
7. Escalate and render assistance to OPTCL for problems out of scope for FM Contractor but are affecting the services.
8. Identify network, operational and software related problems and escalate to respective teams.
9. Implement Anti-Virus/Spam/Worm/Spy tools to be supplied by OPTCL.
10. Support for Logical Security Control and loading of patches/signatures as available for OPTCL



#### **(D) Video Conferencing**

1. To provide support for day to day various meeting held through video conferencing at OPTCL.
2. To configure different video conferencing platforms as per the need of OPTCL users.
3. The outsourced person should work in close collaboration with the officer in charge of video conferencing in OPTCL.

The FM Contractor's outsourced personnel should be able to do as and when required and as the need arises from time to time for any other official IT requirements not mentioned hereunder the scope of work.

#### **C. Travelling Allowance on Tour**

As IT department is providing services to all the offices of OPTCL across Odisha, sometimes there arises requirement to attend the users' IT demand onsite at the field users' office. For this, the outsourced persons may be extended with the Travelling Allowance facility (Bus Fare/ Train Fair) only as per the eligibility of Junior Manager Scale in OPTCL TA rule.

#### **D. Method of Selection before deputation**

The successful bidder shall provide the list of persons to be deputed for OPTCL FMS. GM (HRD) MPPR, OPTCL shall verify the certificates of qualification **and conduct interview before** deploying of the outsourced person.

#### **E. Alteration of outsourced persons in the middle of contract**

The successful bidder may change IT Personnel posted under OPTCL FMS in the middle of contract only after getting approval of GM (HRD) MPPR and again following the selection criteria as mentioned for the new person to be posted as replacement.

#### **F. Performance Evaluation for Smooth Delivery of Service**

The successful bidder shall designate one single point of contact from their side to communicate with the GM (HRD) MPPR for FMS related to service delivery and performance of the outsourced person from time to time. A meeting in every fortnight is to be scheduled to discuss various aspect of services being rendered during the tenure of the-contract.

#### **G. Intra OPTCL job rotation:**

The out sourced persons shall be deputed to different field locations of OPTCL as per the interest of OPTCL and by the approval of GM (HRD) MPPR. The bidder shall not have control of job rotation of the outsourced persons once deputed under OPTCL FMS project.

## **SECTION-III**

### **TECHNICAL BID**

#### **Providing Service of Manpower on Contract (Outsourced) basis**

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

1. Name of the Bidder : \_\_\_\_\_

2. Name of the Proprietor / Partner /  
MD/Director : \_\_\_\_\_

3. Full Address of Registered : \_\_\_\_\_  
Office of the Bidder \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

4. Full address of Operating : \_\_\_\_\_  
/ Branch Office of the Bidder \_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

5. Name & telephone no. of : \_\_\_\_\_  
Authorized officer/person  
to liaise with OPTCL Corporate Office

6. Banker of the Bidder : \_\_\_\_\_  
(Enclose certified copy of statement of \_\_\_\_\_  
A/c for the last Two years) \_\_\_\_\_

Telephone Number of Banker \_\_\_\_\_

7. PAN / GIR No. : \_\_\_\_\_  
(Enclose attested copy)

8. GST Registration No. : \_\_\_\_\_

(Enclose attested copy)

9. E.P.F. Registration No. : \_\_\_\_\_

(Enclose attested copy)

10. E.S.I. Registration No. : \_\_\_\_\_

(Enclose attested copy)

11. Financial turnover of the Bidder by providing Manpower services only for the last three consecutive Financial Years (Audited Account only for providing Manpower):

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

12. Details of the Three years' experience in providing similar services (IT Manpower) in Govt. Department / PSU / reputed corporate house and Autonomous body etc., including the ongoing contracts shall be filled up in Form T-4 & T-5 & enclosed with the Technical Bid (if the space provided is insufficient, a separate sheet may be attached). Copy of Labour Licenses in Form-VI under the Contract Labour (R&A) Act, 1970 in support of claim & certificate of Principal Employer regarding engagement of agency as Manpower service provider & satisfactorily execution of work shall be enclosed with the Technical Bid.

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

Date:

**Signature of authorized person**

Place:

**Name:**

**Seal:**

**FORM -T1: LETTER OF APPLICATION**

**(On the Bidders Letter Head)**

**[Location, Date]**

**To,**

**The CGM (HRD)  
OPTCL, Corporate Office, Janpath,  
Bhubaneswar-22**

**Sub: - Providing Service of Manpower on Contract (Outsourced) basis.**

**Dear Sir,**

With reference to your tender dated \_\_\_\_\_, I have examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for the proposed service [Name of the Service]

1. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective original document. This Statement is made for the express purpose of engagement as the Contractor for the aforesaid Assignment.

2. I shall make available to the Authority any additional information if any deemed necessary or required.

3. **I acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.**

4. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I declare that:-

a. I have examined and have no reservations to the tender Document, including any Addendum issued by the Authority.

b. I do not have any conflict of interest in accordance with the prescriptions in the tender Document.

c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document.

d. I hereby certify that we have taken steps to ensure that in conformity with the

provisions of the tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I agree and understand that the proposal is subject to the provisions in the Tender Document. In no case, shall I / we have any claim or right of whatsoever nature if the Assignment is not awarded to me / us or our proposal is not opened or rejected.

7. I agree to keep this offer valid for 180 (one hundred eighty) Days from the proposal Due Date specified in the Tender Document.

8. In the event of my firm being selected as the Contractor, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

9. I agree and undertake to abide by all the terms and conditions in the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms in the Tender Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm Address

## **FORM -T2 INFORMATION ABOUT THE BIDDER**

### A. BIDDER ORGANISATION

1. State the Status of the Bidders Organization.

2. State the following

- Name of the Company/Firm/Agency:
- Country of incorporation :
- Registered Address :
- Year of Incorporation :
- Year of commencement of business :
- Principal place of business :
- GSTIN :
- PAN:
- Brief description about the Organization including details of its main lines of business:
  - a) Name :
  - b) Designation:
  - c) Address:
  - d) Phone No. :
  - e) Fax No. :
  - f) E-Mail Address:

3. Details of individual (s) who will serve as the point of contact / communication for AUTHORITY within the Firm/ Agency.

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No. :
- e) E-Mail Address:
- f) Fax No. :

Date:

Place:

**Signature of authorized person**

**Name:**

**Seal:**

**FORM -T3: POWER OF ATTORNEY**

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED  
SIGNATORY

Know all men by these present, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [Manpower Service].

We do hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney) Attested.

**Notes:**

1. To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the power of Attorney.

**FORM-T4: EXPERIENCE OF SIMILAR WORKS**

Name of Bidder:

Details of Projects Undertaken / completed for providing Manpower service during the last three years. (Attach copy of Labour Licenses in Form-VI under the Contract Labour (R&A) Act, 1970 in support of claim & certificate of Principal Employer regarding engagement of agency as Manpower service provider & satisfactorily execution of work)

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Date of completion of assignment (for both completed and ongoing project)	Period of Service	Description of service provided	No of Manpower deployed/provided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Date:

**Signature of authorized person**

Place:

**Name:**

**Seal:**



**FORM -T5 EXISTING COMMITMENTS**

Current Contract commitments / works in progress:

Name of the Bidder:

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which and unqualified, full completion certificate has yet to be issued.

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Period of Service	Description of service provided	No of Manpower deployed/ provided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Date:

Place:

**Signature of authorized person**

**Name:**

**Seal:**

**FORM – T6 ANTI COLLUSION CERTIFICATE**

**(On letter head of Bidder)**

1. We certify that this proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under , or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work.

(i) (a) Communicate to any person other than the Authority / or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the proposal was necessary to obtain premium quotations required for the preparation of the proposal.

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other proposal or proposed proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs (i) and (ii) above have been or will be, made on the basis of compliance with the above, principles by all parties.

3. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the OPTCL (Authority), that may impair the transparency, fairness and the progress of the manpower service process or to establish bid prices at artificial, non-competitive levels.

4. In this certificate, the word “person” includes any persons or anybody or association, corporation, “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not, and “the work” means the work in relation to which this proposal is made.

Dated this .....Days of .....2020

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....

**FORM – T7 FINANCIAL CAPABILITIES OF THE BIDDER**

Bidders are required to complete the information in this form. The information supplied shall be the annual turnover of the Bidder, **in terms of the amount billed to clients for each year for work in progress or completed.**

<Name of Applicant >

FINANCIAL CAPACITY OF APPLICANT

<b>Sl. No</b>	<b>Financial Year last 3 FYs</b>	<b>Financial Turnover from the similar service</b>	<b>Net Worth</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1			
2			
3			

**Certificate from the Statutory Auditor**

This is to certify that (name of the Bidder) has received the payments shown in column 3 above against the respective years on account of providing Manpower service and has net worth as shown in column 4 above.

Date:

**Signature of the Statutory Auditor**

Place:

**Name:**

**Seal:**

**Part-II**

**SECTION – IV**

**PRICE BID**

**For Providing Service of Manpower on Contract (Outsourced) basis**

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

1. Name of the Bidder:
2. Service Charges per person per month:

Sl No	Resource Roll	Requirement	Fixed Remuneration per month Including Employee Share of EPF & ESI Per Person (as applicable)	Service Charges (in % of Monthly remuneration)	GST (As applicable)
1	Software Developer	01	25000		
2	IT Executives for ZITC	08	19500		
3	IT Help Desk	02	19500		
4	Maintenance, N/W, Deskside, VC Support	05	18800		

- The bids with “Nil” or very abnormally low quoted Service Charges will be treated as “Non responsive” and will be rejected during the financial evaluation stage.
- The bidder has to attach the justification/ break up the service charges quoted.
- Applicable GST & Service Charge quoted is to be reimbursed by the Authority.
- Proper justification for the quoted value is to be given by the Agency/Tenderer in writing.

**Date:**

**Signature of authorized person**

**Place:**

**Full Name:**

**Seal:**

**NOTES:-**

1. OPTCL shall pay the quoted price at the accepted rate as quoted by the successful tenderer. The Agency shall be responsible to bear all other expenses i.e. Office expenses, Uniform, Tax liability, Administrative overhead, overhead Operation etc. out of the paid Service Charges. Hence the agency is advised to quote the Service Charges accordingly.
2. The agency / service provider shall be solely responsible for compliance of the provisions of various labour and industrial laws such as wages, allowances, compensation, EPF, ESI, bonus etc. relating to the manpower to be deployed by them at the tender inviting Authority’s locations.
3. The manpower deployed shall be required to report to work as per the office working hours.No extra remuneration shall be allowed to any Man power Personnel in the

event of deployment of Man power personnel by the Agency beyond eight hours a day in exigencies of work. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions in a month, proportionate deduction from the remuneration for one day will be made.

4. Price bids in any other format other than the prescribed one will not be considered for evaluation.
5. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
6. The payment of bonus, leave with wages and gratuity shall be made by the agency as per respective statutory labour laws (As amended from time to time) and the agency may be allowed to reimburse the amount on account of above statutory obligations on submission of bills with supporting proof of documents.
7. Payments of all statutory dues are mandatory and should conform to the relevant legal / statutory provisions in force.
8. The agency shall submit the copy of proof towards deposit of EPF (ECR & Transaction details) & ESI (ECR & Transaction details) contributions duly signed along with the invoice/Challan.
9. **Good and Service Tax (GST) as per applicable rate shall be paid in accordance with the Rules on payment of GST as applicable.**
10. **OPTCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges (as per OPTCL's observation) that may apparently not cover and justify the legitimate expenses of the bidder including other overhead charges. Hence quoting of negligible amount by the agency towards Service charges shall be considered as irresponsible Bidder.**
11. Risk & Cost: - In case the L-1 bidder does not take up the work/abandoned in between, OPTCL shall have the right to execute the work through another agency at the risk and cost of the former.
12. The Bidder shall **undertake** not to **sublet** the work to other Firm/Agency (s).

## **Financial Proposal Submission Form**

**(On the letterhead of the Bidder)**

**[Location, Date]**

**To,**

**The CGM (HRD)**

**OPTCL, Janapath, Bhubaneswar – 22.**

**Sub: Providing Manpower Services to OPTCL**

**Dear Sir,**

I, the undersigned, is pleased to provide offer for Providing Manpower Service to OPTCL, in accordance with your tender dated \_\_\_\_\_ and Technical Proposal. Our Financial Proposal is Rs. \_\_\_\_\_ (In Words \_\_\_\_\_) for Annual deployment of Manpower Cost for first year of contract and is exclusive of Goods & Services Tax (GST) as payable under the law.

Our Financial proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the proposal, i.e. 180 days from the date of opening of the tender.

We understand you are not bound to accept any proposal you receive.

Yours Sincerely,

Authorized Signature

(In full and initials)

Name and Title of Signatory:

Name of the firm

Address:

**SECTION-V**  
**TERMS & CONDITIONS**

**A. GENERAL TERMS & CONDITIONS:**

1. (i) The successful Bidder / Manpower Agency will be required to execute an agreement within 15 (fifteen) days of issue of work order with GM (HRD) MPPR, OPTCL Head Quarters Office in a non-judicial stamp paper amounting to Rs. 100.00 (Rupees One Hundred only) before execution of work. The contract for providing the aforesaid services will be for one year from the actual date of agreement. The agreement is terminable by giving 30 days' notice from either side during the period of agreement or on completion of the agreement. In case of delay in executing the agreement by the successful bidder beyond 15 days of the award of the contract / work order, may make the letter of award / work order invalid and it stands terminated.  
  
(ii) The Bidder / Agency shall not be allowed to **transfer, assign, pledge or subcontract its rights and liabilities** under this Agreement to any other Agency or Organization by whatever name be called **without permission** of the **Authority of OPTCL**.  
  
(iii) **The requirement of the Manpower may further increase or decrease marginally, during the period of initial contract also and the Bidder / Agency would have to provide additional manpower services, if required, on the same terms and conditions.**
2. The **Bidder / Agency** will be bound by the details furnished by it to the **Authority of OPTCL** while submitting the tender or at subsequent stage. In case, any of such documents furnished by the Bidder / Agency is found incorrect, it would be deemed to as **breach of contract & liable for legal action** besides **termination of the Agreement without notice and with forfeiture of Security Deposit**.
3. The **Authority of OPTCL** reserves the right to **terminate** the Agreement during initial period also after giving **01 (One) months'** notice to the **Bidder / Agency**.
4. The **Bidder / Agency** shall nominate/arrange a **Supervisor** at his own cost who shall be responsible for immediate interaction with the **Unit Heads** so that optimal services of the persons deployed could be availed without any disruption.
5. The entire financial liability in respect of **Manpower** deployed in the **Corporate Office / field units/locations under its control** will in no way be **liable to OPTCL**.
6. The **Bidder / Agency** shall be solely responsible for the **redressal of grievances or resolution of disputes** relating to **Manpower deployed**. The **Authority of OPTCL** shall, in no way, be responsible for settlement of such issues whatsoever.
7. The **Authority of OPTCL** shall not be **responsible** for any financial loss or any injury to any **Manpower** deployed by the **Bidder / Agency** in the course of their **performing the duties, or for payment towards any compensation**.
8. The Manpower deployed by the Bidder /Agency should have good police records and no criminal case should be pending against them. The agency will issue the

appointment letter and for all purposes they will remain the employer of the agency only. The agency will transfer them to their any other location of operation with written intimation to OPTCL and one month of notice with suitable replacement.

9. **The agency shall neither deploy nor withdraw any Manpower at any time without knowledge of MPPR Branch, OPTCL Hqrs, Bhubaneswar.** In case of withdrawal / leaving of any deployed person due to resignation / termination / death or any other reason whatsoever the same needs to be substituted as per eligibility criteria. The **Bidder / Agency** shall provide a substitute well in advance if there occurs any probability of the Manpower leaving the job due to his own personal reasons. The delay in providing a substitute beyond five working days from the date of intimation to the firm /agency would attract a penalty @ Rs. 500/- per day on the agency.
10. The Agency shall replace immediately any of its personnel who is found unacceptable to OPTCL because of security risk, incompetent, conflict of interest, improper conduct etc. upon receiving written complaint from the concerned official of OPTCL. It will be the responsibility of the Agency to provide a suitable substitute within five working days. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 500/- per day per person on the agency.
11. The **Manpower** deployed by the Agency should be **polite, cordial and efficient** while handling the assigned work and their actions should promote good will and enhance the image of OPTCL. The **Bidder /Agency** shall be **responsible for any act of indiscipline on the part of the Manpower** deployed by the Agency.
12. In case of any loss to OPTCL due to lapse on the part of the Manpower deployed, such loss will be borne by the Agency and in this connection, the OPTCL shall have the right to recover the loss by deducting appropriate amount from the bill of agency to make good of such loss to the OPTCL besides imposition of penalty. In case of frequent lapses on the part of the Manpower deployed by the agency, OPTCL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason thereof.
13. The **Bidder /Agency** shall also supply Dress / **Uniforms** and **other equipment** to the deployed Manpower at its **own cost** and **expenses**.
14. **The Bidder / Agency shall also install Biometric Attendance Machines for record of the attendance of the deployed personnel.**

#### **B. PAYMENT TERMS & CONDITIONS:**

1. The agency shall maintain proper records of his Manpower attendance. A copy of the duty rotation duly signed, EPF (ECR & Transaction details) deposit proof, ESI (ECR & Transaction details) deposit proof shall be submitted along with invoice.
2. The wage of all Manpower deployed by the agency at various locations shall be made through Bank only and credited by 7th of the succeeding month. The Bank Account particulars of all the Manpower shall be submitted to The GM (HRD) MPPR. The Bank account particulars of all the contractors' employees shall be submitted to OPTCL, No Cash Payment is allowed.
3. The agency shall submit a Check List for Statutory compliance and certificate along with each bill to the effect that payments have been made to the deployed Manpower as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the agency has to submit adequate documentary proof of payment of wages through Bank, depositing



of EPF (ECR & Transaction details), ESI (ECR & Transaction details) contribution and service tax/GST of preceding month to the concerned authority along with bills. Documentary proof of EPF (ECR & Transaction details), ESI (ECR & Transaction details) contribution should be in individual name of deployed Manpower. It is the responsibility of the Firm / agency to issue wage Slip to the Manpower with full details in all respect as specified for the month they claimed for the payment.

4. The agency / contractor shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same.
5. The agency / contractor shall be solely liable for all payment/dues of the Manpower deployed by them. The agency shall fully indemnify the OPTCL all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work premises.
6. **Bill:-** The Man power Agency should submit the bill of service to the Officer-in-charge by **5<sup>th</sup>** of the succeeding month. The following documents are to be submitted along with the bill, in the absence of which, no payment shall be released:
  - i. Pay acquaintance duly received by the deployed personnel and duly signed by the Officer-in-charge on the body of the acquaintance. In case of payment of wages made through the bank account of concerned manpower, the copy of bank statement duly acknowledged by the bank and the proof of debit of the amount from the account of the agency may be duly certified by the Officer-In-Charge.
  - ii. Documents towards deposit of EPF & ESI (if applicable) of the previous month.
  - iii. Certification of Officer-in-charge towards satisfactory performance.
  - iv. The Man power agency shall raise the bill, in triplicate along with attendance sheet duly verified by the Officer-in-charge in respect of the personnel deployed and submit the same to the authority by the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month.
  - v. If required a requisite portion of the bill or whole of the bill amount shall be held up or appropriate penalty / fine may be imposed till submission of the proof of deposit of statutory dues of last month.
7. **No advance amount shall be paid to the bidder / agency. Fixed Remuneration to the deployed personnel by the agency is no way linked with the release of pending bills of the contractor / agency by OPTCL.**

**CHECKLIST FOR STATUTORY COMPLIANCES BY THE AGENCY**

**Name of the Contractor / Agency: -**

**Work Order No. :**

**Bill for the month of :**

**Date:**

<b>Sl. No.</b>	<b>Description</b>	<b>Status (Yes / No)</b>	<b>Remarks</b>
<b>01</b>	Labour License (Form -VI),(Validity & Date ) with License No.		
<b>02</b>	License Strength / Deployment Strength	LS: /DS:	
<b>03</b>	Muster Roll (Form – XIV of Orissa CL (R&A) Rules 1975 )		
<b>04</b>	Wage Sheet (Form – XV of Orissa CL (R&A) Rules 1975 )		
<b>05</b>	Fixed Remuneration Payment		
<b>06</b>	EPF Contribution payment with Transaction ID No. (Wage month & Return month)		Date:
<b>07</b>	ESIC Contribution Payment with Transaction ID No. (Wage month & Return month)		Date:
<b>08</b>	Individual EPF Nos. list along with Payment details duly certified by the contractor along with downloaded Statement from EPF site (ECR).		
<b>9</b>	Individual ESIC Nos. list along with payment details duly certified by the contractor along with downloaded statement from ESIC site (ECR).		
<b>10</b>	Accident / Theft Report (if any)		
<b>11</b>	Details of wage processed and payment mode		
<b>12</b>	(A) No. of Outsourced employees' Payment Processed		
	(B) No. of outsourced employees paid through Bank		Date:
	(C) No. of Outsourced employees' Payment not paid with reason		
	(D) Acknowledgement copy of Bank Statement		
	Un-Paid Wages list – Last month		
<b>13</b>	Insurance coverage (G_AP-5lacs)		

Certified that the under signed is solely liable for all payment / dues of the Manpower and timely complied deposit of Statutory Contribution of EPF & ESI against the deployed personnel (as applicable) at \_\_\_\_\_OPTCL during the month & year of \_\_\_\_\_.

**Signature with seal of  
MD / Owner of the Agency**

## **C. LEGAL TERMS & CONDITIONS:**

### **1. Labour License:**

- i. Before execution of work the agency/contractor shall obtain License in Form-VI under Rule 25 (1) of The Orissa contract labour (R &A) Rules 1975.
- ii. Agency/contractor shall apply for Form V to OPTCL for obtaining valid labour license (if the number of workers deployed is 50 or more) from appropriate government (state Govt.) and submit the same immediately.
- iii. In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall notify the change in the number of workmen to licensing officer and obtain amended license accordingly.

### **2. Insurance:**

The Manpower service provider shall be responsible for compensation to any of his workmen under the Employees' Compensation Act, 1923 during the period of contract. For this purpose, the agency may take an EC policy for the period of contract and submit the copy of the same to OPTCL.

### **3. Engagement Related:**

- i. The Agency shall submit the following to **GM (HRD) MPPR**:
  - The detail profile of the Manpower to be deployed.
  - Character / Antecedent certificate issued by Appropriate Authority.
  - Copy of Appointment letter and Employment card issued by contractor/agency to his own worker (Form X as per Rule 75 (1) of Orissa Contract Labour (Regulation and Abolition) Rules, 1975). ANNEXURE-B.
  - License in Form – VI under Rule 25 (1) of Orissa Contract Labour (Regulation and Abolition) Rules, 1975)
- ii. After submission of documents the contractor shall issue photo identity card to the outsourced (deployed) personnel and submit a copy of photo identity card of each deployed personnel to MPPR Branch.

The Agency shall maintain a register of persons employed by him in the format prescribed under Rule 74 of Orissa Contract Labour (Regulation and Abolition) Rules 1975. A copy of this format is attached in ANNEXURE - C (Form IX)

- iii. The Agency should take prior permission from the **GM (HRD) MPPR** in case of replacement or engagement of Manpower if any.

### **4. Attendance and Payment of Wages:**

The rate of wages to be paid to the manpower to be provided shall not be less than the agreed Fixed Remuneration.

- i. Contractor / agency should maintain attendance register by recording daily attendance duly signed by both Agency/contractor and workmen (deployed personnel) in form XII, muster roll under Orissa CL(R&A) Rule, 1975.
- ii. The Agency shall issue wages slip in Form XV under Rule 77 (2) of Orissa CL(R&A) Rule, 1975 at least a day prior to disbursement / remittance of wages.
- iii. **Payment of wages to the deployed personnel by the agency is no way linked with the release of pending bills of the contractor/ agency by OPTCL.**

## **5. Provident Fund:**

- i.** The Agency shall get independent EPF code before deployment of Manpower against the contract.
- ii.** The Agency shall allot PF account number, UAN number and get the nomination form, duly filled in, from each deployed Manpower by him at the time of deployment (engagement).
- iii.** In case the person already has PF account number, allotted to him, previously, then the Agency shall get the transfer form filled up at the time of deployment (engagement) and send to the office of concerned Regional Provident Fund Commissioner Office.
- iv.** The agency shall provide due assistance to the deployed personnel for withdrawal of PF amount, when due.
- v.** The EPF contribution in respect of any employee shall be deposited on or before 15<sup>th</sup> day of the following month in which the wages fall due or as and when amended. The existing wage limit for coverage under EPF & MP Act, 1952 is Rs. 15,000/-.
- vi.** The Agency shall submit annual returns in Form- 6A and Form- 3A, prescribed under the EPF scheme, 1952, in respect of each deployed personnel by him with a copy to MPPR Branch.
- vii.** The **contractor / Agency** shall furnish the **records / documents / ECR & transaction ID in** respect of Statutory Deposits against each **Manpower** to the **Officer concerned of OPTCL** as and when required, failing which the **Management** has every rights to **terminate the contract with one month notice** to that effect.

## **6. Employees State Insurance:**

- i.** The agency should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- ii.** At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- iii.** The agency shall facilitate collection of ESI cards for the insured persons.
- iv.** The existing wage limit for coverage under ESI Act, 1948 is Rs 21,000/- w.e.f 01.01.2017.
- v.** The ESI contribution in respect of each employee (deployed personnel) shall be deposited on or before 15<sup>th</sup> day of the following month in which the wages fall due or as and when amended.
- vi.** The Agency shall submit annual returns in Form-6 prescribed under ESI scheme 1952, of deployed personnel by him with a copy to MPPR Branch
- vii.** The **contractor / Agency** shall furnish the **records / documents / ECR & transaction ID in** respect of Statutory Deposits against each **Manpower** to the **Officer concerned of OPTCL** as and when required, failing which the **Management** has every rights to **terminate the contract with one month notice** to that effect.

## **7. Other statutory payments:**

The Agency shall pay other statutory dues like Leave Encashment, (Leave with wages) Bonus, Gratuity etc. as per provision of respective Acts & Rules. Upon payment of the amount to the deployed personnel same shall be reimbursed to the agency only after submission of details & Bills.

### **i. Bonus**

The agency shall be liable to pay statutory bonus under Payment of Bonus Act, 1965 and rules made there under as applicable for such contracts. The amount paid as bonus with all records / returns to be submitted to GM (HRD) MPPR before 30<sup>th</sup> November of the year for reimbursement after verification.

### **ii. The contractor shall furnish the following Registers and forms as per Orissa contract Labour (R&A) Rules, 1975 for verification by the Statutory Compliance Branch of HRD Dept., HQRS, OPTCL.**

- a) Form IX- Register of Workmen employed by the agency/contractor. (Rule 74)
- b) Form X- Employment Card issued by agency/contractor. (Rule 75)
- c) Form XII- Register of Muster Roll. (Rule 77(2)(a))
- d) Form XIII- Register of Wages. (Rule 77(2)(a))
- e) Form XV- Wage Slip. (Rule 77(2)(b))
- f) Form XVI- Register of deduction for damages or loss. (Rule 77(2)(d))
- g) Form XVII- Register of fines. (Rule 77(2)(d))
- h) Form XVIII- Register of advances. (Rule 77(2)(d))
- i) Form XX- Return to be sent by the agency to licensing officer. (Rule 81)

## **8. Other terms and conditions under Legal Provisions**

- i. For all intents and purposes, the Man power Agency shall be the 'Employer' within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Man power Agency shall not have any claim whatsoever like employer and employee relationship against the Department/Organization or office concerned and cannot claim any permanent or regularization.
- ii. The **Manpower** deployed by the **Bidder / Agency** shall **not claim** nor shall be **entitled to pay, perks and other facilities admissible to regular / confirmed employees** during the currency or after expiry of the Agreement.
- iii. In case of termination of this Agreement on its expiry or otherwise, the personnel deployed by the Manpower Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity whatsoever. **Undertaking from the person deployed to this effect shall be required to be submitted by the Bidder / Agency.**
- iv. The agency will ensure the safety and health requirements of the personnel engaged by them. OPTCL shall not be liable for any compensation whatsoever in the case of accident/injury to the person deployed by the agency. Agency shall pay all claims/compensation/damages/penalty/fine or any amount payable to

the individual/authorities payable due to accident/injury to the person deployed by the agency and shall indemnify OPTCL for any liability to pay under any applicable acts or rules and furnish duly signed indemnity bond (in Annexure F).

- v. OPTCL will not, in any manner be responsible for any act, omission or commission of the deployed personnel deployed by the agency and no claim in this respect will lie against OPTCL. If such claim is made against OPTCL by deployed personnel or his heirs, which OPTCL is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the deployed personnel of the Agency working at OPTCL premises or otherwise, the agency will be liable to indemnify/reimburse OPTCL all the money paid in addition to the expenses incurred by him. The agency must indemnify and keep indemnified OPTCL against all losses and claims for injuries or damage to any person or property whatsoever which may arising out of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- vi. On completion of the Contract, security deposit will be released on submission of following certificates:
- Completion of work and certification of payment of minimum wages to employees.
  - Certificate of compliance of all applicable labour laws from Statutory Compliance Branch, HRD Department.
  - Certificate of payment / remittance of bonus amount to the deployed personnel from MPPR Branch, HRD Department.
  - No dues certificate regarding GST payment & any other dues liable to be remitted by agency under Financial Laws, from Finance Department.
  - In case of non-satisfactory performance of the agency, OPTCL shall have the right to forfeit the security deposit.
- vii. In case, the Man power Agency fails to comply with any liability under appropriate law, and as a result thereof, the Authority of OPTCL is put to any loss/ obligation, monetary or otherwise, the Authority of OPTCL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Man power Agency, to the extent of the loss or obligation in monetary terms.
- The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and nonpayment of statutory dues. If any loss or damage is caused to the property of OPTCL due to lapses on duty by the personnel deployed by the Agency, the same shall be recovered from the unpaid bills or adjusted from the security deposit or any deposits. In the event of loss is more than the Security deposit and unpaid bills, the Agency shall be liable to pay the excess amount.
- viii. The **Bidder / Agency** shall be **responsible** for compliance of **all statutory provisions** relating to minimum wages payable to different types of Manpower deployed with the Authority of OPTCL. The **Authority of OPTCL** shall have no liability in this regard.
- ix. The **Bidder / Agency** shall also be **liable** for **depositing** all taxes and statutory dues etc. on account of service rendered by the Agency to the **concerned tax**

**collection and statutory authorities**, from time to time, as per the rules and regulations in the matter. Self-attested photocopies of such documents shall be furnished by the firm/agency to the concerned **Authority of OPTCL**.

- x. The **Agreement is liable to be terminated** because of non-performance, deviation of terms and conditions of contract, non-payment of wages of deployed persons and non-payment of statutory dues. The **Authority of OPTCL** will have no liability towards non-payment of wages to the Manpower deployed by the Bidder / Agency and the outstanding statutory dues of the Bidder / Agency to statutory authorities.
- xi. Any dispute or difference arising out of or in course of the Contract, may be referred to the **Arbitrator** appointed by the **Management of OPTCL, Janpath, Bhubaneswar-751022** and his decision in the matter shall be final and binding to both the parties.
- xii. The agency will keep OPTCL indemnified against any claims/disputes arising between the agency and its Manpower deployed at various locations. The agency and the Manpower shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana held during the contract period and in the event of any such involvement of the Firm / Agency and their Manpower in such activities, action will be taken against the agency like removal of the agency from the list of the Manpower providers/such deployed personnel will not be taken further on duty/ contract will be terminated and consequential forfeiture of bid security already deposited against the contract.

## **9. Price Reduction**

If the service provider fails to provide uninterrupted service specified in the contract including any time extension granted thereto, OPTCL shall recover from the service provider Price Reduction @ **0.5% of** the contract price for the interrupted period for each calendar week interruption or part thereof and the total Price Reduction shall not exceed five per cent (5%) of the total contract.

## **D. FINANCIAL TERMS & CONDITIONS:**

- 1 The **Technical Bid** should be accompanied with a “**Bid Security Declaration**” with stipulation that if the Agency withdraw or modify their bids during the validity period, they will be suspended for the time specified in the tender document.
- 2 (i) The successful bidder / Agency will have to deposit a Security Deposit @ **03% of the annual contract value** in shape of **Demand Draft** or **Pay Order** drawn on any **scheduled Bank** in favor of the **D.D.O (Head Qrs.), OPTCL** and payable at **Bhubaneswar** or in the form of **Bank Guarantee (B.G) in Annexure – G from any Nationalized Bank** drawn in favor of **CGM (HRD) Odisha Power Transmission Corporation Limited, Bhubaneswar** and payable / Encashable at **Bhubaneswar** covering the contract period with a claim period of additional two more months. The same shall be submitted by the agency during office hour to the **CGM (HRD, OPTCL, Janpath, Bhubaneswar – 751022**.
- (ii) **The Security Deposit amount with validity equal to the period of contract with a claim period of additional two months.** The BG is to be submitted within 15 days from the issue of LoI / work order and signing of the Agreement.

- (iii) In case of breach of any terms and conditions of the agreement, the **Security Deposit** of the Bidder / Agency shall be liable to be **forfeited** besides annulment of the Agreement.
- 3 (i) The Bidder / Agency shall submit the monthly bill to the **GM (HRD), MPPR in respect of Manpower deployed** after making payment to deployed personnel for the previous month along with the documents within **5<sup>th</sup>** of the succeeding month.
- (ii) Change of place of deployment of deployed personnel is to be made as per requirement from time to time.
- 4 The Tax deduction at Source (T.D.S.) shall be deducted 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 D.D.O Hqrs. Office OPTCL.
- 5 Tax deduction under GST shall be made on intra-state transaction, if applicable.

#### **E. FORCE MAJEURE**

**The agency shall have no claim** whatsoever against **OPTCL** for any loss / damage caused to the contractor / Agency by reasons of **war, riot, commotion, disturbance, pestilence, epidemical sickness, strike, lockout, earthquake, fire, storm, flood, explosion or any change in the nature, breakdown of plant or machinery for whatever reasons.**

**The contractor / Agency** shall resume the work as soon as such accountability has ceased to exist of which the Management of OPTCL shall be the sole judge. If the performance in whole or part of any terms / obligations under the contract is prevented or delayed by any such eventuality for a period exceeding **seven days**, the contract may be terminated at the discretion of the executants of **OPTCL**.

#### **F. OTHERS:**

1. **The Authority of OPTCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.**
2. In the event of any dispute arising out of or in relation to the Manpower contract, the same shall be referred to the Director (HRD), OPTCL Ltd., Bhubaneswar whose decision shall be final and binding. Suits, if any arising out of the contract can be filed by either parties in a court of law at Bhubaneswar.
3. The successful contractor / Agency will enter into an agreement with OPTCL for deployment of suitable and qualified manpower as per requirement of OPTCL on the above terms and conditions.



## **SECTION-VI**

### **e-Reverse Auction**

<b>Strategy for e-Reverse Auction</b>	
<b>1</b>	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
<b>2</b>	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
<b>3</b>	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
<b>4</b>	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING".
<b>Procedure for electronic Reverse Auctioning (e-RA):</b>	
<b>5</b>	<ul style="list-style-type: none"><li>a) The e-RA shall be conducted on <a href="http://www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> only.</li><li>b) Bidder has to submit letter towards agreement to the Process related Terms &amp; Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IB). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</li><li>c) e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</li><li>d) OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</li></ul>
<b>6</b>	<ul style="list-style-type: none"><li>a) Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date &amp; time of opening of the e-RA.</li><li>b) The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes &amp; Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</li><li>c) Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</li><li>d) However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</li><li>e) In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).</li><li>f) Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document &amp; after e-RA process is over.</li></ul>

<p><b>7</b></p>	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <ul style="list-style-type: none"> <li>a) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</li> <li>b) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes &amp; duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</li> <li>c) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</li> <li>d) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.</li> <li>e) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</li> </ul>
<p><b>8</b></p>	<ul style="list-style-type: none"> <li>a) After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder.</li> <li>b) Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</li> <li>c) The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</li> <li>d) During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [ Evaluation of Part-II (price bid) submitted by bidders earlier].</li> </ul>
<p><b>9</b></p>	<ul style="list-style-type: none"> <li>a) Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</li> <li>b) OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</li> <li>c) OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</li> </ul>
<p><b>10</b></p>	<p>Reverse Auction Process Compliance Form as per <b>ANNEXURE - I</b></p>

## **SECTION-VII**

### **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by the Bidder / Agency for deployment with OPTCL containing full details i.e. date of birth, blood group, marital status, address, educational Qualification, PF UAN number, ESI IP number, photograph, ID proof (Aadhar Card) etc. in soft copy.
2. Copy of the License in Form-VI under Rule 25 (1) of The Orissa contract labour (R &A) Rules 1975.
3. Copy of Employment Card in Form – X under Rule 75 of The Orissa contract labour (R &A) Rules 1975.
4. Copy of Appointment letter with detailed terms & conditions issued by contractor / agency to his own worker.
5. The details of standard pattern of Uniforms supplied By the Bidder / Agency.
6. Character and Antecedent Certificate of each personnel to be deployed by the agency for providing above services issued by Appropriate Authority.
7. Copy of 1<sup>st</sup> page of S/B account of each deployed personnel.
- 8. There shall be a Contract for Services instead of Contract of Service for all practical purposes. The contractor shall make this clear to the deployed personnel and get an undertaking that he / she shall not have any claim for regular service in OPTCL as a consequence of his / her deployment on outsourced basis and no representation on this behalf shall be entertained.**
9. Indemnity Bond in Annexure – F.
10. Security deposit as per terms & conditions provide in the Tender.

**ANNEXURE - A**

**BID SECURITY DECLARATION FORM**

**To,  
The CGM (HRD),  
OPTCL, Hqrs. Office,  
Bhubaneswar**

**Ref: Tender for Providing Services of Manpower on Contract (Outsourced) Basis.**

**Dear Sir/Madam,**

**In response to the Tender Document for providing Manpower services**

I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years .

**Thanking you,**

**Yours faithfully,**

**Date:**

**Place:**

**Signature of authorized  
person**

**Full Name:**

**Seal:**

**ANNEXURE B**  
**FORM X**  
**(See Rule 75 of The Orissa contract labour (R &A) Rules 1975)**  
**Employment Card**

Name and Address of Firm/Agency/Contractor : \_\_\_\_\_

Nature of Work and Location of work : \_\_\_\_\_

Name and address of Establishment

In/under which contract is carried on : \_\_\_\_\_

Name and address of Principal

Employer : \_\_\_\_\_

1. Name of the workman: \_\_\_\_\_
2. Serial No. in the register of workmen employed: \_\_\_\_\_
3. Nature of employment/designation: \_\_\_\_\_
4. Wage Rate (with particulars of unit): \_\_\_\_\_
5. Wage Period: \_\_\_\_\_
6. Period of Deployment / Engagement: \_\_\_\_\_
7. Remarks: \_\_\_\_\_

Signature of Agency/Contractor

**ANNEXURE C**

**FORM IX**

**(See Rule 74 of The Orissa contract labour (R &A) Rules 1975)**

**Register of workmen employed by agency**

Name and address of Agency/Contractor: \_\_\_\_\_

Name and Location of work: \_\_\_\_\_

Name and address of Establishment \_\_\_\_\_

In/under which contract is carried on: \_\_\_\_\_

Name and address of Principal Employer: \_\_\_\_\_

Sl No	Name and Surname of Workmen	Age and Sex	Father's/Husband's Name	Nature of employment\ designation	Permanent home address of workmen( village and Tahsil/Taluk and District)	Present Address	Date of commencement of employment	Date of termination of employment	Signature or thumb impression of workmen	Reason for termination	Remarks

**ANNEXURE D  
SELF-DECLARATION-NO BLACKLISTING**

(Date:            )

**To,  
The CGM (HRD),  
OPTCL, Hqrs. Office,  
Bhubaneswar**

**Dear Sir/Madam,**

**Ref: Tender for Providing Services of Manpower on Contract (Outsourced) Basis.**

**In response to the Tender Document for providing Manpower services**

I/We hereby declare that presently our Company/ firm/Agency \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm/Agency \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons of corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our **security deposit** may be forfeited in full and the tender if any to the extent accepted may be cancelled.

**Thanking you,**

**Yours faithfully,**

**Date:**

**Place:**

**Signature of authorized  
person**

**Full Name:**

**Seal:**

**ANNEXURE E**  
**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

**Tender No:**

**To**

**The CGM (HRD)  
OPTCL Hqrs. Office,  
Bhubaneswar.**

**Dear Sir,**

**Subject: Authorization for attending**

**bid opening on.....**

**(Date) in the Tender for providing Manpower service on contract (outsourced)  
basis to OPTCL (tender specification no:.....)**

**Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of..... (Bidder) in order of  
preference given below.**

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
----------------------------	-------------	---------------------------

1.

2.

**(Specimen Signature duly attested)**

**Officer authorized to sign the bid documents on behalf of the  
bidder**

**Note:**

- 1. Only one representative shall be allowed.**
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.**



**ANNEXURE F**  
**INDEMNITY BOND**

**THIS INDEMNITY BOND is made this .....day of .....2020/21 by \_\_\_\_\_(herein after called as “Firm/ Agency” which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act,1956/2013, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha and having its offices throughout the State of Odisha (herein after called “OPTCL” which expression shall include its successors & assigns). We,\_\_\_\_\_ having a registered office at \_\_\_\_\_ have entered into a contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated \_\_\_\_\_ to provide Manpower on contract (outsourcing) basis for different offices of ODISHA POWER TRANSMISSION CORPORATION LIMITED situated throughout Odisha. We do hereby indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the ODISHA POWER TRANSMISSION CORPORATION LIMITED, by any party, employee(s) or Manpower provided by us, on account of any delay, default, lapse, error or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time. We further undertake to indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, against any claim/compensation arising out of any non-payment or short payment of remuneration or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the persons engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.**

**For and on behalf of \_\_\_\_\_,**

**Authorized Signatory**

**Witness**

**1.Signature:**

**2.Name:**

**3.Address:**

**1. Signature**

**2. Name:**

**3. Address:**

**ANNEXURE G**  
**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR**  
**SECURITY DEPOSIT PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed this \_\_\_\_\_ day  
of \_\_\_\_\_ 2020/21 by us the \_\_\_\_\_ Bank at

\_\_\_\_\_  
P.O. \_\_\_\_\_ P.S. \_\_\_\_\_  
District \_\_\_\_\_ State \_\_\_\_\_

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called “the OPTCL” which shall include its successors and assigns has placed orders No. \_\_\_\_\_ Date \_\_\_\_\_] [hereinafter called “The Agreement”] on M/s. \_\_\_\_\_ [Hereinafter called “Agency”] which shall include its successors & assigns for providing manpower service.

AND WHERE AS the Agency has agreed to provide Manpower service to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the Agency from making payment of Security [2] to release 100% payment of the cost of service as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Firm / Agency to the OPTCL, a Composite bank Guarantee of the value of 5 % [five percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the Agency from making payment of Security [2] releasing 100% payment to the Firm / Agency and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the \_\_\_\_\_ [Bank][hereinafter referred to as ‘the Bank’] do hereby undertake to pay to the OPTCL an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Agency [s] of any of the terms or conditions contained, in the said agreement.

2. We the ( \_\_\_\_\_ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by OPTCL by reason of any breach by the said Firm / Agency [s] of any of the terms or conditions, contained in the said agreement or by reason of the Firm / Agency’s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_]
3. We the \_\_\_\_\_ Bank} also undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Firm / Agency [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency [s] shall have no claim against us for making such payment.

4. We, ( \_\_\_\_\_ Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Firm / Agency [s] and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the [Date \_\_\_\_\_], we shall be discharged from all liability under this guarantee thereafter.

5. We, ( \_\_\_\_\_ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Firm / Agency and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Firm / Agency or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Firm / Agency [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and The Firm / Agency [s].

7. We, [ \_\_\_\_\_ Bank] lastly undertake not to revoke this guarantee during its \_\_\_\_\_ currency except with the previous consent of the OPTCL in writing.

8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be inviolable at our place of business at Branch of Bhubaneswar in the state of Odisha. [Indicate the name of the Bank& Branch]

'Notwithstanding anything contained herein above'

a) Our liability under the bank guarantee shall not exceed Rs. \_\_\_\_\_ (In words Rupees \_\_\_\_\_).

b) This bank Guarantee shall be valid up to \_\_\_\_\_ .

c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at \_\_\_\_\_ branch of Bhubaneswar in the state of Odisha a written claim or demand on or before \_\_\_\_\_ (date of expiry of guarantee).

Date at \_\_\_\_\_ the, \_\_\_\_\_ day of 20 \_\_\_\_\_.

For \_\_\_\_\_  
[Indicate the name of Bank]

Witness (Name, Signature & Address)

i.

ii.

**ANNEXURE H**  
**TECHNICAL DEVIATION STATEMENT FORM**

The following are the particulars of deviations from the requirements of the tender specifications as mentioned in the technical specification.

<b>Ref. of Specificati on Table</b>	<b>Requirements in the Bid Document</b>	<b>OPTCL's Specification.</b>	<b>Bidder's Specificati on.</b>	<b>Bidder's justificati on</b>

The technical specification furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the Tenderer

Note

- :
1. Where there is no deviation the statement should be returned duly signed with an endorsement indicating 'No Deviations'.
  2. The purchaser has the right to accept or reject the deviations if any as above.

## **ANNEXURE I**

### **(Reverse Auction Process Compliance Form)**

(To be incorporated in the bid document).

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,  
CGM (HRD), OPTCL  
Bhubaneswar-751010, Odisha

**Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.**

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

**Signature of authorized person**