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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN: U40102OR2004SGC007553 /GTIN: 21AAACO7873L1Z6

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER, (Elect)

EHT (O&M) CIRCLE: CHAINPAL

AT/PO: CHAINPAL COLONY, PIN-759104, and DIST: ANGUL (ODISHA)

E-mail-ehm.cle.chp@optcl.co.in

e-TENDER SPECIFICATION NO. CHP-08/2023-2024

FOR

AMC OF CLEANING, UP KEEPING & SANITATION WORK OF VARIOUS GRID S/S,
DIFFERENT OFFICE BUILDING, COURTYARD AND APPROACH ROADS, ETC
UNDER EHT (O&M) CIRCLE, CHAINPAL

PART-I

SECTION-I-	INSTRUCTION TO TENDERERS.
SECTION-II-	GENERAL CONDITIONS OF CONTRACT
SECTION-III-	LIST OF ANNEXURE
SECTION-IV-	DATASHEETS

PART-II

PRICE BID & COMMERCIAL BIDS (EXCEL SHEET FORMAT)

Request for online tender documents:	From dt- 13.11.2023 (10.00 Hrs)
	To dt- 28.11.2023 (12.30 Hrs)
Issue of online tender documents (bid sheets):	From dt- 13.11.2023 (10.01 Hrs)
	To dt- 28.11.2023 (12.31 Hrs)
Last date of submission of online tender:	Upto dt- 28.11.2023 (16.00 Hrs)
Date of opening of Tender	On dt. 29.11.2023 (11.30 Hrs)

TELEPHONES / CONTACTS

1. General Manager: 9438907213
2. TA to General Manager: 9438907324
3. Manger(Finance): 9438907790

NOTE: -

1. In case the due date for opening of tender happens to be a holiday, then tenders would be received & opened on the next working day at the same time.
2. Please note that the tenders against this tender enquiry are being invited **through e-tendering mode**. In case of any clarification the prospective bidders may contact this office as mentioned above.
3. **The prospective bidders are requested to get their digital signatures (Class-3) well in time** for participation in the tender and no request for extension on this account will be entertained.
4. **Manual tenders in any form/case will not be accepted.**

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

OFFICE OF THE GENERAL MANAGER (ELECT)

EHT (O & M) CIRCLE, CHAINPAL

P.O.-CHAINPAL COLONY, DIST-ANGUL (ODISHA) PIN- 759104

CIN: U40102OR2004SGC007553

e-TENDER NOTICE NO. CHP-08 / 2023-24



For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, General Manager, EHT (O&M) Circle, Chainpal invites Tenders from reputed bidders fulfilling the eligibility criteria and registered in the central excise department and must possess valid GST registration certificate, EPF registration certificate & ESI registration certificate for the work of “**AMC of Cleaning, Up keeping & sanitation work of various Grid S/S, different office building, courtyard and approach roads, etc under EHT (O&M) Circle, Chainpal.** The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents shall be available at www.tenderwizard.com/OPTCL from 13.11.2023 (10.00 Hrs) up to 28.11.2023 (12.30 Hrs). Interested bidders may visit OPTCL’s official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL’s official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

**GENERAL MANAGER
EHT (O&M) CIRCLE, CHAINPAL**

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ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)



OFFICE OF THE GENERAL MANAGER (ELECT)

EHT (O & M) CIRCLE, CHAINPAL

P.O.-CHAINPAL COLONY, DIST-ANGUL (ODISHA) PIN- 759104

CIN: U40102OR2004SGC007553

NOTICE INVITING TENDER

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids from the eligible bidders under Two -part bidding system in e-tendering mode only as per the following details.

Tender Specification No: CHP-08/2023-24

Request for online tender documents: From dt- 13.11.2023 (10.00 Hrs)

To dt- 28.11.2023 (12.30 Hrs)

Issue of online tender documents (bid sheets): From dt- 13.11.2023 (10.01 Hrs)

To dt- 28.11.2023 (12.31 Hrs)

Last date of submission of online tender: Upto dt- 28.11.2023 (16.00 Hrs)

Date of opening of Tender On dt. 29.11.2023 (11.30 Hrs)

Cost of Tender Spec Document : Rs.6000/ + Rs1080/- (GST@18%)= Rs 7080/-

Estimated cost: Rs.32, 45,871.00(including GST)

Earnest Money Deposit: Rs. 33000.00/- (Rupees Thirty Three thousand)

Tender Processing Fee: Rs. 5900.00]

(Rupees Five thousand Nine hundred)

The bidders can view the tender documents from website free of cost.

ELIGIBILITY FOR SUBMISSION OF BIDS:-

Bidders should not have any legal suit against OPTCL / GRIDCO Ltd / SLDC are only eligible for submission of Bids. Firms banned / blacklisted for business dealings by any organization are not eligible to participate in the tender. Participation in the tender by suppression of the above facts shall invite penal action, whenever detected.

The bidders must have in possession of following qualifications for participation in tender:-

1. Experience of having successfully executed works pertaining to cleaning & sanitation / housekeeping under Govt. organizations / PSUs / Govt. Autonomous bodies during last 3 years.

2. **GST Registration Certificate.**
3. **ESI Registration Certificate.**
4. **EPF Registration Certificate.**
5. **Labour Contractor License certificate.**
6. **Permanent Account Number (PAN) issued by Income Tax Department.**
- 7.

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL and must possess Class 3 Digital Signature Certificate. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from dt- 13.11.2023 (10.00 Hrs) To dt- 28.11.2023 (12.30 Hrs) Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

The bidders can view the tender documents from website free of cost. The bidders who want to participate in the tender shall have to pay **Rs.7,080/- (Rupees Seven Thousand Eighty only) nonrefundable** (including GST @ 18%) towards the cost of tender document, in the form of **Demand draft** only, drawn in favour of **GM,EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch ,Talcher**. The tender must be accompanied with requisite EMD of Rs 33000.00 in shape of DD in favour of **GM,EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch,Talcher** (*In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable*) and the same is to be submitted to the office of the undersigned in original on or before the last date of opening of Tender.

The bidders shall have to submit non-refundable amount of Rs. 5900/- (**Rupees Five thousand Nine hundred only**) towards the tender processing fee through **e- payment** mode..

(NOTE: For deposit of tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of epayment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card and Net Banking)

The bidders shall scan the Demand Draft towards, EMD, Tender paper Cost and acknowledgement slip for tender processing fee and upload the same in the prescribed form in **.pdf** or **.jpg** format in **addition to sending the original as stated above.**

The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link "Register Me".

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

**GENERAL MANAGER (Elect.)
EHT (O&M) CIRCLE, CHAINPAL**

PART-I

SECTION-I

INSTRUCTIONS TO TENDERER

1. Submission of Bids: -

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

OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under GST act and other as applicable.

1. For all the users it is mandatory to avail the Class 3 Digital Signatures.

2. Manufacturers/ Dealers/ Bidders / Suppliers are requested to follow the below mentioned steps for Registration:

- a. Click “Register”, fill the online registration form.
- b. Pay the amount of **Rs. 2360/*-** through **E-payment gateway**. (*** which may varies**)
- c. This registration is valid for one year.
- d. Send the acknowledgment copy for verification.
- e. As soon as the verification is being done the e-tender user id will be enabled.

3. 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.

4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:

- a. Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System.
(Note: Make sure that necessary software of PKI is 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 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.
 - Select the Certificate and enter DSC Password.
 - Re-enter the e-Procurement User Id Password

5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.

- a) Click “Un Applied” to view / apply for new tenders.
 - b) Click on Request icon for online request.
 - c) Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the steps mentioned below:
- a) Click to view the tender documents which are received by the user.
 - b) Tender document screen appears.
 - c) Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- a) Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - b) Note down / take a print of bid control number once it displayed on the screen
8. Tender Opening event can be viewed online.
9. Competitors bid sheets are available in the website for all.
10. **For any e-tendering assistant contact help desk number mentioned below.**
- **Bangalore – 080- 40482000.**
 - **Mr. Satamanyu – mob: 09937140591 (Odisha)**

2. Division of Specification.

The specification is mainly divided into two parts viz. Part-I & Part-II.

Part-I Consists of

- | | |
|--------------|--------------------------------|
| SECTION-I- | INSTRUCTION TO TENDERERS. |
| SECTION-II- | GENERAL CONDITIONS OF CONTRACT |
| SECTION-III- | LIST OF ANNEXURE |
| SECTION-IV- | DATASHEETS. |

Part-II Consists of

COMMERCIAL BID and PRICE SCHEDULE (excel sheet)

The Tenderers are required to submit the tenders in Two part.

3. Purchaser’s Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of work at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. **Orders may also be split among more than one bidder for any particular item or division wise for the work, if considered necessary in the interest of the OPTCL.**

4. Purchaser's right to accept/reject bids:

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances.

5. Mode of submission of Tenders.

[A] Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/ OPTCL)

[B] **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

6. Earnest money deposit:

The Tenders shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders. Tenders without the required EMD will be rejected out rightly.

The earnest money deposit shall be furnished in shape of **Bank Draft** to be drawn in favour of **EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch, Talcher** (*In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee is Nonrefundable*)

NOTE:-

- i) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- ii) In the case of un- successful tenderer, the EMD will be refunded after finalization of the tender. In the case of successful Tenderer, this will be refunded on written request only after award of contract & on submission of security deposit in the form of BG/DD.
- iii) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- iv) EMD will be forfeited if the tenderer fails to accept the purchase order and/or work order issued in his favour or to execute the order, placed on them.
- v) Tenders not accompanied by Earnest Money shall be disqualified.
- vi) **In case of NSIC/MSME certificate holders 50% of EMD deposit shall be applicable and there is no discount in the cost of tender document.**
- vii) **EMD not claimed within three year of placement of order shall be forfeited.**

7. Validity of the Bids: -

The bidders are requested to keep the validity of their offer for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

8. PRICE: -

The bidders are advised to quote their rate as per the price schedule attached with this specification and shall remain firm exclusive of all taxes & duties, labour charges etc. within the validity of the tender. There shall be no change in price irrespective of hike in labour rate within one year of the contract.

9. Tenderers to be fully conversant with the clauses of the Specification:

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the GM EHT (O&M) Circle, Chainpal, This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

10. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

- i) Declaration Form as per **Annexure-I** (duly signed) to be uploaded in .pdf format.
- ii) Earnest Money (scanned copy is to be uploaded)
- iii) Abstract of Terms & conditions in prescribed proforma as per **Annexure-III**. To be entered in the bid sheets provided.
- iv) General Terms & Conditions of contract as per Section-II of the Specification. (All the required documents are to be uploaded.)
- v) Data on past experience if any **as per** the Specification.(Scanned copy to be uploaded)
- vi) GST Registration certificate, EPF registration certificate, ESI registration certificate & permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- vii) Any other document required, is to be uploaded.

11. Conditional Offer:

Conditional offer shall not be accepted.

12. General: -

- i) The tenderer must get him registered in tender portal by paying an amount of **Rs. 2360/- through e-payment mode only..**
- ii) The tender paper cost (Form fee non refundable) for an amount of **Rs 7080/-** is to be paid in shape of DD.
- iii) The tender processing fee for an amount of **Rs 5900/- (Nonrefundable)** is to be paid in e-payment mode only.
- iv) The EMD amount as specified is to be paid in shape of DD.
- v) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- vi) Notice inviting tender shall form part of this specification.
- vii) The EMD, shall be returned to the unsuccessful bidders after finalization of tender on written request.
- viii) It should be distinctly understood that the price bid shall contain only details/documents relating to price, as mentioned herein above.

- ix) The Tenderer must submit the EMD amount and cost of tender document in shape of DD in a sealed cover envelope super scribing the Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.**
- x) The estimated quantity is indicated in this tender document for reference. The tenderers are advised to visit the site; assess the quantum of work involvement and make themselves acquainted with the site conditions before submission of tender.**
- xi) The tenderer must observe all the safety rules while working in EHV environment.**

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. SCOPE OF THE CONTRACT:-

The specification covers up-keep, cleaning, sanitation of rooms, corridors, toilets, urinals, wash basins, floor areas, furniture, office equipment, doors, windows, walls, roofs, staircases, parking areas, dining areas (if any) and premises of buildings of Circle Office, Division Office/Sub-Division Office and Control Rooms under EHT (O&M) Circle, Chainpal as per the floor spaces shown in the schedule of quantity including supply of all required materials as mentioned below:

Jobs to be undertaken are:-

A. Room / Floor Area Cleaning.

1. Sweeping of entire flooring of Circle Office, Division Office / Sub-Division Office and Control Rooms under EHT (O&M) Circle, Chainpal twice per day throughout the month.
2. Cleaning of entire flooring of Circle Office, Division Office/ Sub-Division Office and Control Rooms under EHT(O&M) Circle, Chainpal twice per day with surf water and phenyl of reputed brand throughout the month & spraying of room fresher (Premium / Airwick make) as per requirement.
3. Cleaning of door, windows (Glass / Wooden), window railings, all furniture including Tea Table, TV Stands and Chairs with Colin & Markin cloth once per day throughout the month and spraying of room freshener (Premium/ Airwick) brand as per requirement.
4. Cleaning of Telephone sets, computers, Printers, outer cover of photocopiers, A/C machine covers, fixtures, fitting Light, fans & any other wall mounted fittings (such as single line diagram, key boards, notice boards etc.).
5. De-Dusting of the walls, ceilings. Rooms to be made free from spider nets.
6. Cleaning of water-cooler tray with vim powder/ liquid once in a day throughout the month.

B. Bath Room / Toilet Cleaning:-

1. Cleaning, washing and De-staining of the floors of bath rooms, toilets, urinals, wash basins, mirrors, shelves, hangers, soap stands, water taps with application of Harpic / scented phenyl of branded make and disinfectant.
2. Deodorant cakes of Odonil make & Naphthalene balls of reputed brand are to be placed in wash basins, urinals & available all the time.
3. Bath rooms, toilets and wash areas to be made free from cobwebs.

C. Adjacent and other Areas:-

1. Staircases and surrounding Areas including roads, paths and parking areas to be cleaned every day.
2. Overgrowth of grass and shrubs to be cut and cleared daily at the open space and surrounding areas of office and control rooms as per the schedule.
3. Daily collection of all dry leaves, garbage and disposal as per instruction of Officer-in Charge.

D. Any other work not mentioned above but required to be done, to keep the entire premises clean, as per the instruction of Officer-In-Charge.

2. TIMING AND MANNER OF EXECUTION OF ABOVE WORK:-

- (a) The regular up-keep cleaning and sanitation work should start at 7.00 A.M. and shall be completed positively by 9.30 A.M. every day. Unless emergency arises no such work should be taken up during office hours on all working days to avoid any disturbance in office work. Sweeping & Cleaning Personnel shall be available in each place **during office hours** for attending any emergency work and to maintain the toilet, wash basin and urinals clean and odour free throughout the day. Besides, the Cleaning & Sanitation service should be available on all holidays.
- (b) One complaint register is to be maintained by the contractor for each location for taking individual feedback.
- (c) The work should be executed to the full satisfaction of the concerned Authorities strictly as per the direction laid down in the work order / the instruction of the officer In-charge. Any substandard materials supplied/ substandard work noticed / negligence in discharging the entrusted works should be replaced/rectified immediately on receipt of such complaint from concerned officers in charge Non response to the above complaint may lead to termination of work order with forfeiture of security deposit.

3. DEPLOYMENT OF PERSONNEL:-

- (a) The Contractor shall be responsible for engagement of required number of trained persons having uniforms and ID Cards in each unit as per schedule of quantity for above work.
- (b) The Contractor shall engage sufficient manpower for timely completion of cleaning, upkeep and sanitation at different sites, as per the schedule of quantity.
- (c) The Contractor shall be responsible for all payments of above persons engaged by him for the above work. The Contractor has to comply to the current minimum wage of payment as determined by the Department of Labour, Govt. of India. All such payments have to be done through bank transactions only including all other statutory dues. It is the sole responsibility of the contractor to ensure that all the employed personnel are having valid bank accounts for crediting such payments as defined above. OPTCL shall not be held responsible for any unrest

caused by the above persons on account of their engagement by the Contractor. During any unrest if any equipment or offset of OPTCL is damaged by irate workmen, the same shall be recovered from the contractor / his pending bills, if any.

- (d) The Contractor shall be responsible for the proper behavior of all the persons engaged by him and shall exercise proper degree of control over them.
- (e) Any person not found suitable for above work must be replaced by the Contractor forthwith without affecting the normal work.
- (f) The persons engaged by the Contractor should be free from all communicable disease and any health hazards. It is responsibility of Contractor to ensure that the persons deployed for above work should not be under influence of liquor or other addictions while at work.
- (g) The contractor shall maintain the attendance registers for the deployed persons & deploy the persons in such a manner so that there shall be no violation of any leave rules and weekly off-days. The attendance register will be periodically checked by the Officer-in-Charge.
- (h) Neatly typed address with recent stamp size photos of the persons to be deployed for above work are to be submitted with the concerned authority for record and permitting the persons with a valid entry gate pass into the premises of the working places.
- (i) In case of replacement/ substitute of the deployed person, the contractor is required to intimate the same to the authority and obtain permission with an entry (gate) pass in favour of the new person duly surrendering the earlier pass.
- (j) The Contractor is fully responsible for any accident (General/ Electrical)/ met by the deployed persons during execution of the contract. It is the responsibility of the contractor for any compensation arising out of aforementioned accident and to be disposed off by the contractor only.
- (k) The manpower engaged should be trained in management of waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions. This shall be the responsibility of the contractor to collect all the sweepings, garbage and wastes and transport/dispose of the same to the nearest pit actually earmarked by the local authority.
- (l) **Subletting** : The Contractor shall not assign/sublet/lease/transfer/appoint care taker for the services/work or sub-contract or any part of it to any other person or party. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- (m) No other person except Contractor's authorized representative shall be allowed to enter the office premises of OPTCL.
- (n) Within the premises of the OPTCL, the Contractor's personnel shall not do any private work other than their normal duties.
- (o) The contractor shall deploy one Supervisor (onsite) and adequate number of workers (onsite) for providing services as per scope of work.

4. SUPERVISION:-

The supervision of the above work shall be done by the contractor or his representative. The Officer-In-Charge will cross check the services on sample basis and may impose penalty for any negligence.

5. STATUTORY COMPLIANCE:-

- (a) On award of contract in favour of the Contractor, the Contractor is required to obtain license from concerned authority under the contract labour (R&A) Act.1970 & Rules made there under.
- (b) The Contractor shall comply with the provisions of the Employees' Provident Fund and miscellaneous Provisions Act 1952 and the Employees' State Insurance Act 1948 and any other Act as applicable for this contract. **The Contractor shall deposit Employees and Employer's share of contribution with the appropriate authority every month regularly in respect of the persons deployed by him against his own PF&ESI number.** The same shall be made available to the officer-in-charge for checking.
- (c) The Contractor shall also comply with the provisions of the Payment of Wages Act 1936, the Minimum Wages Act 1948, the Employers Liability Act 1938, the Industrial Dispute Act 1947, the Maternity Benefit Act 1961, the child labour (Prohibition & regulation) Act 1986, the contract Labour (Regulation & Abolition) Act.1970 or any modifications thereof or any other law relating thereto and rules made there-under from time to time.
- (d) **No person below 18 years will be engaged by the Contractor.**
- (e) The Contractor will take insurance policies for sufficient amount to cover him/her against third party risks and keep OPTCL indemnified and continuously keep indemnified during subsistence of contract.
- (f) **The Contractor shall recruit his own staff for the contract work. The Contractors staff will not be treated as OPTCL staff. For any purpose whatsoever facilities/ benefits applicable to OPTCL staff will not be applicable to Contractor's employees.** The Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly for carrying out of the above job. If due to any reason whatsoever OPTCL is made liable to meet any obligation under any of the said laws and enactment's etc. the same shall be recovered from the Security Deposit of the Contractor with OPTCL or from the bills payable to him or failing which it shall be recovered as per law.

- (g) It is made clear that the Contractor shall have PF Account No allotted by RPFC and extend PF benefits as provided under the EPF and MP Act 1952 to all his employees. He shall also allow ESI provisions to all his employees deployed for execution of above work.
- (h) **The Contractor shall not pay less than minimum wages to the workmen notified by Govt. of India from time to time under the minimum wages Act 1948 and Rules made there under.**
- (i) Payment to the workmen deployed by the Contractor shall be disbursed before 7th day of succeeding month through bank transactions only into the bank accounts of each employee. Then the bills in triplicate including the transaction statements may be submitted to the Officer-in-Charge for release of payment.
- (j) **All the payment including statutory dues to the deployed persons shall be made through bank transactions only into the individual accounts.**

6. PENALTY:-

Management reserves the right to impose Penalty for failure to render service or violation of the contract as under:

- | | |
|---|---|
| (i) If any portion of the working area is kept dirty and not as per the Standard stipulated. | Rs.500/-each area detected
On each occasion. |
| (ii) Negligence to provide Odonil, Napthallene Balls, spraying of the room fresheners, use of phenyl/ harpic/ sanitol & disinfectant. | Rs.500/- for each occasion of detection. |
| (iii) Non-dumping of wastes in proper place. | Rs 500/- for each occasion of detection. |
| (iv) Delayed Service affecting normal office work | Rs.2,000/- for each occasion of detection. |

This will be recovered from monthly bills. If the same is repeated for days together, authority reserves rights to cancel the order with forfeiture of Security Deposit.

7. SUBCONTRACTING:-

The work shall not in any manner or to any degree be sub-contracted.

8. PAYMENT OF BILL:-

- (i) The Contractor shall submit the monthly Cleaning and sanitation bills along with satisfactory performance certificates (which will be certified by the designated officer of OPTCL) within 10th day of the following month to the Officer-in-charge for payment along with the labour payment sheet, deployment chart and other documents related to statutory dues.
- (ii) All the statutory dues shall be deducted from running bills at the rate prevailing at the time of payment of the bills. The Contractor is required to submit PF deposit slips with ECR & ESI

deposit slips with ECR of preceding month along with monthly bills. If the same is not submitted, the bill shall not be released.

- (iii) Payment after statutory deductions and other deductions like taxes, penalties, security deposit etc. shall be released after due certification of the bills by the Officer-in-Charge. Payment shall be made in shape of crossed A/c Payee cheque in favour of the Contractor.
- (iv) In case of any complaint of non-fulfillment of any obligation under the contract, the Officer-in-Charge reserves the right to withhold payments due to the Contractor.

9. OFFICER-IN-CHARGE

Head Asst. for circle office/ Head Clerks for Division offices and S.D.Os for Sub-Division offices and control rooms.

10. PAYING OFFICER

DDOs of concerned divisions / Circle shall be the Paying Officer.

11. VALIDITY & PERIOD OF CONTRACT

The prices and conditions contained in the offer should be kept valid for a period of 180 days from the date of opening of the tender. The successful bidder will be awarded with contract for a period of 1 year to be reckoned from the actual date of execution of agreement with same price and conditions, which may be extendable for a further period as may be mutually agreed upon with the same price, terms and conditions based on the performance of the Contractor and requirement of the corporation.

12. TERMINATION OF CONTRACT.

- i) Management reserves the right to terminate the contract without assigning any reason thereof at any time during subsistence of contract by giving 30 days notice of his intention to do so. In the event of any such termination of the contract the Contractor shall be paid for all the work executed.
- ii) In case of failure by the Contractor to fulfill his contractual obligations the Officer-in charge reserves the right to cancel the contract in which case the Security Deposit shall stand forfeited.

13. SAFETY REQUIREMENT:-

- (i) The Contractor shall provide First-Aid and emergency medical facilities for his employees.
- (ii) The Contractor shall take requisite precautions and use his best endeavors to prevent any riot and unlawful behavior by or amongst his persons for the preservation of peace and protection of OPTCL property.

14. SECURITY DEPOSIT:-

- (i) The Contractor is required to deposit an amount of 10% of the annual contract value towards Security Deposit in shape of Bank Guarantee / Fixed Deposit (Pledged in favour of **EHT**

(O&M) Circle, OPTCL, Chainpal) from a Nationalized Bank drawn in favour of “EHT (O&M) Circle, OPTCL, Chainpal” payable at Talcher (Bank Collection fee may be deposited by Bidder) by within 15 days on receipt of the letter of intent / order. The Security Deposit will be released after satisfactory execution of order and the amount of Security Deposit will not carry any interest.

- (ii) Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum of appropriating in part or whole from the Security Deposit of the Contractor. In the event of the Security Deposit being insufficient, the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due. The Contractor shall pay to the OPTCL on demand any such balance remaining due.
- (iii) In the event of any breach of the terms of the contract by the Contractor or any loss or damage occurred to the OPTCL which in the opinion of the OPTCL has arisen, the decision where of shall be final and binding on the Contractor or in the event of the termination of the contract or for any such breach, the Security Deposit is liable to be forfeited. The decision of forfeiture shall be final and binding on the Contractor.

15. OTHER TAX LIABILITY:-

Tax on works contract, Income Tax as applicable shall be deducted at source from the monthly running bills of Contractor.

16. FORCE MAJEURE:-

The contractor shall not be liable for any penalty for delay or failure to perform the contract for reasons of force majeure such as acts of God, acts of public enemy, acts of Govt., fires, floods, Epidemics, Quarantine restriction, Strikes, Freight Embargo, provided that the contractor shall within 10 (ten) days from the beginning of such delay notify the OPTCL in writing of the cause of delay, upon which the management shall verify the facts and grant such extension as facts justify.

17. DISPUTE SETTLEMENT:-

Any dispute or difference arising out of the contract shall be mutually settled, but if the Contractor disagree to such settlement the decision of General Manager, EHT (O&M) Circle, Chainpal or his authorized representative shall be final & binding.

18. EVALUATION OF PRICE BIDS:-

- a) Order on the firm will be placed on the basis of L1 evaluated price of qualified bidders and, if required negotiations will be held with L1 bidder. However OPTCL reserves the right to split up the orders among bidders on individual merits of the bidders, if the situation so warrants, in the interest of OPTCL. All the bidders may be required to explain / justify the basis of their quoted rates as and when asked for. In case, any bidder fails to justify his quoted rates or refuses to co-operate in this regard, they will not be considered for participating in the

tendering with forfeiture of EMD and will not be allowed to participate in any future tender for a period of (5) five years.

- b) If a Bidder quotes unworkable rates and is considered for placement of job contract order, the bidder will be asked to justify the rate quoted and will have to give performance. Guarantee Bond (in addition to the Security Deposits) in the form of Bank Draft / Pay Order. The amount of performance Guarantee bond will be decided by OPTCL at the time of placement of order. Earnest Money of the bidders who refuse to give performance Guarantee Bond will be forfeited and they will not be allowed to participate in any future tender for a period of (5) five years.

19. B.G. TOWARDS SECURITY DEPOSIT, 100% PAYMENT AND PERFORMANCE GUARANTEE:

- a) A Composite Bank Guarantee for 10% [ten percent] of the contract value of the work order, shall be furnished from any nationalized/scheduled bank having a place of business at Angul, to the office of General Manager EHT (O&M) Circle, Chainpal within 15 days from the date of issue of the work order,. The BG shall be executed on non judicial stamp paper worth of Rs.50.00 [Rupees Fifty] only or as per the prevalent rules, **valid for a period of 2 months after the last date of guarantee period** and submitted to the paying authority for scrutiny and acceptance, failing which the work order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Chainpal, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.
- b) No interest is payable on any kind of Bank Guarantee.
- c) In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- d) The Bank Guarantee Format shall be provided by the Purchaser at the time of placing the Purchase Order

20. JURISDICTION:-

Suit, if any, arising out of this tender/ or contract shall be filed by either party in a Court of Law at Chainpal to which the jurisdiction of High Court of Odisha extends.

21. Correspondences.

- i) Any notice to the bidder/contactor under the terms of the contract shall be served by Registered Post or by hand at the bidder/contactor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

Official Address of the Parties to the Contract

The address of the parties to the contract shall be specified:-

Purchaser: General Manager,
EHT (O&M) Circle, OPTCL, Chainpal,
OPTCL
AT/PO: CHAINPAL COLONY,

DIST: ANGUL (ODISHA), Pin-759104,
Email-ehm.cle.chp@optcl.co.in

Bidder: Address

Telephone No:

Fax No.

22. Outright Rejection of Tenders

Tenders shall be out rightly rejected if the followings are not complied with:

1. Tenders shall be accompanied with the prescribed earnest money deposit.
2. Tenders shall be kept valid for a minimum of 180 days from the date of opening of the tender.
3. Tenders shall be accompanied with clear valid Xerox copy of GST registration (if applicable), & clearance certificate, PAN card, EPF and ESI registration certificate which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
4. **Solvency certificates of not less than Seventy Lakhs, obtained from the Revenue Department, Government of Odisha.**
5. The contractor agrees to obtain Labour Contract License on event of work order from the competent authority.
6. Abstract of general terms and conditions of contract.
7. Tenderers not fulfilling the qualifying criteria as mentioned in **ELIGIBILITY FOR SUBMISSION OF BIDS.**
8. The bidders have to unconditionally comply with tender specification.

1. E- REVERSE AUCTION PROCESS SHALL BE RESORTED TO IN THE TENDER AS FOLLOWS.:

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	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.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Pro cedure for electronic Reverse Auctioning (e-RA):	
5	<p>a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.</p> <p>Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e- Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure- V). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>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.</p>
	<p>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.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.</p> <p>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 & 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.</p> <p>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).</p> <p>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.</p> <p>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) .</p> <p>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 & after e-RA process is over.</p>

7	<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> <p>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.</p> <p>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 & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv)At any point during Reverse Auction, bidding Price field shall remain enabled for the bidders. The reverse auction period shall be unlimited and 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, the auction shall get extended automatically for another 10 minutes. In case, there is no bid received during schedule/extended slot, the auction shall get closed automatically without further extension.</p> <p>(v) 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.</p>
8	<p>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 .</p> <p>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.</p> <p>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.</p> <p>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].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>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.</p> <p>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.</p>

**GENERAL MANAGER(ELECT)
EHT (O & M) CIRCLE, CHAINPAL**

SECTION-III
[LIST OF ANNEXURES]

The following schedules and Proforma are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

1	Schedule of Quantity	ANNEXURE-I
2	Declaration form	ANNEXURE-II
3	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-III
4	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-IV
5	Reverse Auction Process Compliance Form	ANNEXURE-V

ANNEXURE – I
SCHEDULE OF QUANTITY

EHT (O&M) Circle, Chainpal

SN	Name of office	Control Room/ Office room area (Sqm.)	Court yard/ rest shed area (Sqm.)	W/C (Toilet)	Wash Basin	Urinal	Total	Remarks
1	O/o GM, EHT (O&M) Circle, Chainpal	304	1216	4	4=1	4=2	7	
	Sub Total of EHT (O&M) Circle, Chainpal	304	1216	4	1	2	7	

Each W/C shall be taken as 01 unit, 02 Urinals as 01 unit & 04 Wash basins as 01 unit

EHT (O&M) Division, Chainpal

SN	Name of office	Control Room/ Office room area (Sqm.)	Court yard/ rest shed area (Sqm.)	W/C (Toilet)	Wash Basin	Urinal	Total unit	Remarks
1	EHT (O&M) Division, Chainpal (Office)	183	100	1	2=0.5	1=0.5	2	Each W/C shall be taken as 01 unit, 02 Urinals as 01 unit & 04 Wash basins as 01 unit
2	132KV Grid S/S Angul	670	1090	3	1=0.25	1=0.5	3.75	
3	132KV Grid S/S Boinda	383	1237	3	4=1	3=1.5	5.5	
4	132KV Grid S/S Chainpal & Guest House Chainpal	523	960	3	5=1.25	1=0.5	4.75	
5	Grid S/S Rengali	484	1021	3	4=1	1=0.5	4.5	
6	Line S/D Chainpal	81	290	2	2=0.5	1=0.5	3	
7	DMK Line S/D Chainpal	68	164	1	1=0.25	0	1.25	
	Sub Total of EHT (O&M) Division, Chainpal	2392	4862	16	4.75	4	24.75	

EHT (O&M) Division, Meramundali

SN	Name of office	Control Room/ Office room area (Sqm.)	Court yard/ rest shed area (Sqm.)	W/C (Toilet)	Wash Basin	Urinal	Total unit	Remarks
1	EHT (O&M) Division, Meramundali (Office)	172	722	4	4=1	2=1	6	Each W/C shall be taken

2	400KV Grid S/S Meramundali & Guest House Meramundali	1593	4346	6	8=2	3=1.5	9.5	as 01 unit, 02 Urinals as 01 unit & 04 Wash basins as 01 unit 37.5
3	400 KV Line S/D Meramundali	118	142	2	4=1	0	3	
4	Guest House	240	129	8	8=2	0	10	
5	Meramundali-B	1230	1237	7	9=2.25	0	9.25	
Sub Total of EHT (O&M) Division, Meramundali		3353	6576	27	8.25	2.5	37.75	

EHT (O&M) Division Dhenkanal

SN	Name of office	Control Room/ Office room area (Sqm.)	Court yard/ rest shed area (Sqm.)	W/C (Toilet)	Wash Basin	Urinal	Total	Remarks
1	EHT (O&M) Division Dhenkanal (Office)	220	250	2	3=0.75	0	2.75	Each W/C shall be taken as 01 unit, 02 Urinals as 01 unit & 04 Wash basins as 01 unit
2	132KV Grid S/S Dhenkanal	452	1191	3	4=1	2=1	5	
3	132KV Grid S/S K.Nagar	420	1100	4	5=1.25	4=2	7.25	
4	Switching Station K.Prasad	427	700	5	6=1.5	1=0.5	7	
5	132KV Grid S/S Kalarangi	341	1045	3	4=1	1=0.5	4.5	
6	132KV Grid S/S Khajuriakata	588	800	5	6=1.5	0	6.5	
7	220/132/33 KV Grid S/S Goda	838	700	4	8=2	4=2	8	
8	132/33 KV Grid S/S Gondia	610	652	4	8=2	4=2	8	
Sub Total of EHT (O&M) Division, Dhenkanal		3896	6438	30	11	8	49	

E&MR, Division, Meramundali

SN	Name of office	Control Room/ Office room area (Sqm.)	Court yard/ rest shed area (Sqm.)	W/C (Toilet)	Wash Basin	Urinal	Total	Remarks
1	E&MR, Division, Meramundali (Office)	137	0	4	1.75	2	7.75	Each W/C shall be taken as 01 unit, 02 Urinals as 01 unit & 04 Wash basins as 01 unit
2	E&MR S/D Chainpal	120	136	1	1	1	3	
3	E&MR S/D Dhenkanal	62	204	2	0.5	1	3.5	

4	E&MR S/D Meramundali	26	0	0	0	0	0	
Sub Total of E&MR, Division, Meramundali		345	340	7	3.25	4	14.25	

Grand Total		10290.00	19432	84	28.25	20.5	132.75	
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Each W/C shall be taken as 01 unit, 02 Urinals as 01 unit & 04 Wash basins as 01 unit

ANNEXURE - II
DECLARATION FORM

To,
The General Manager (Elect:)
EHT (O&M) Circle, OPTCL
Chainpal

Sub: - Tender Specification No-_____

Sir,

1. Having examined the above specification together with terms & conditions referred to therein I/We the undersigned hereby offer to take up the work of sanitation and upkeep of different units of OPTCL under the control of G.M., EHT(O&M) Circle, Chainpal including labour charges & and other consumables etc in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.

2. I / We hereby undertake the AMC work for cleaning, up-keeping and sanitation as specified in the Tender.

3. I / We hereby guarantee the validity of the required documents from concerned authorities to be submitted as per the ELIGIBILITY FOR BID SUBMISSION mentioned in the Tender specification.

4. I/We certify to have submitted the bid electronically by remitting *cash/money order /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. _____
Dated, _____

5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. / Fixed Deposit in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-14 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.

Signed this _____ day of _____ 2023

Yours faithfully

Signature of the Tenderer

with seal of the company

[This form should be dully filled in & signed by the tenderer and uploaded at the time of submission of tender.]

* (Strikeout whichever is not applicable)

ANNEXURE-III

**ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT
[COMMERCIAL] TO ACCOMPANY PART-I**

1(a)	Cost of Tender Document: D.D No & Date.	
1(b)	Earnest money furnished. D.D No. & Date.	
1(c)	Tender Processing Fee: E-Challan No. & Date.	
2	Contractor's work experience including user's certificate furnished	Yes/No
3	Manner of work :- Whether agreeable to OPTCL's desired manner as indicated .	Yes/No
4	Whether agreeable to furnish Composite B.G in case his tender be successful.	Yes/No
5	Terms of payment:- Whether agreeable to OPTCL's terms regarding payment'	Yes/No.
6	Nature of price:- FIRM	Yes/No
7	Price reduction:- Whether agreeable to OPTCL's terms .	Yes/No
8	Validity: - Whether agreeable to OPTCL's terms	Yes/No
9	Whether declaration form duly filled in furnished.	Yes/No.
10	Whether scanned copy of required documents furnished.	Yes/No.
11	Whether scanned copy of Audited Accounts furnished	Yes/No.

Date :

Place: Signature of the Tenderer with seal

NB: The bidder has to upload the above form at the time of bidding in PDF format

ANNEXURE-IV

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day
of _____ 2023 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 "The Contractor"] which shall include its successors & assigns for execution of the work.

AND WHERE AS the bidder has agreed to execute the work for OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the bidder from making payment of Security [2] to release 100% payment of the cost as per the said agreement and [3] to exempt from performance guarantee on furnishing by the bidder to OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the bidder from making payment of Security [2] releasing 100% payment to the bidder 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 Bidder [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 the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder'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 the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor [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 Contractor [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 General Manager, EHT (O&M) Circle, OPTCL, Chainpal certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [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 Contractor [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the

said Contractor [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 Contractor [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 invoked at our place of business at Angul (indicate the name of the branch) in the state of ODISHA.

Not with standing anything contained herein.

- 1) Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).
- 2) The bank guarantee shall be valid up to dt. _____
- 3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at _____ branch at Angul written claim or demand on or before Dt. _____.

Dated _____ Day of _____

For _____

[Indicate the name of Bank]

Witness (Signature, names & address)

1.

2

ANNEXURE-V

REVERSE AUCTION PROCESS COMPLIANCE FORM

To,

The General Manager(Elect)

EHT(O & M) Circle, Chainpal.

Sub:- Agreement to the process related Terms & Conditions for e-Reverse Auction. Ref:-

Tender Specification No.:_____

Dear Sir,

This letter is to confirm that:

- The under signed 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 with Designation with company seal
name & address (Person having power of attorney
for the subject package)

[To be submitted on Letter Head of the bidding firm/company with sign & stamp and along with Technical Bid]

