



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିମିଟେଡ. ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd.Office: Janpath: Bhubaneswar-751022.

Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

CIN:U4102OR2004SGC007553

e -TENDER NOTICE NO: CPC-15/2021-22

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 Nurse , Dresser & Attendant 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” / e-tender portal of OPTCL “www.tenderwizard.com/optcl”.

- 1) The intending bidder (s) shall have to pay the non-refundable tender cost of ₹ 7,080/- (Rupees Seven thousand and eighty) 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 ₹ 2,360/- (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” 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, CPC

TENDER SCHEDULE

Sl No	Particulars	Details												
1	Name of the work	<p>Providing service of manpower service on contract (outsourced) basis.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Period of engagement</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I</td> <td>Providing services of Nurse, Dresser & Attendant.</td> <td style="text-align: center;">02(Two) Year</td> </tr> <tr> <td style="text-align: center;">II</td> <td>Providing services of Data Entry Operator & Attendant.</td> <td style="text-align: center;">02(Two) Year</td> </tr> <tr> <td style="text-align: center;">III</td> <td>Providing the services of Driver.</td> <td style="text-align: center;">02(Two) Year</td> </tr> </tbody> </table>	Lot	Description	Period of engagement	I	Providing services of Nurse, Dresser & Attendant.	02(Two) Year	II	Providing services of Data Entry Operator & Attendant.	02(Two) Year	III	Providing the services of Driver.	02(Two) Year
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III	Providing the services of Driver.	02(Two) Year												
2	e-tender Notice No. & spec. No	CPC-15/2021-22 & Tender specification No. SGM-CPC-e-Tender-Manpower service (Out sourcing)-15/2021-22												
3	Destination	OPTCL (For detail visit tender specification)												
4	Estimated Cost of the Work. (IN INR)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: center;">Lot-I</td> <td style="text-align: right;">₹ 5,81,048/-</td> </tr> <tr> <td style="text-align: center;">Lot-II</td> <td style="text-align: right;">₹ 1,08,88,130/-</td> </tr> <tr> <td style="text-align: center;">Lot-III</td> <td style="text-align: right;">₹ 8,48,584/-</td> </tr> </tbody> </table>	Lot-I	₹ 5,81,048/-	Lot-II	₹ 1,08,88,130/-	Lot-III	₹ 8,48,584/-						
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Lot-III	₹ 8,48,584/-													
6	Cost of Tender documents (IN INR)	₹ 7,080/- (Rupees Seven thousand and eighty) 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.	₹ 2,360/- (Rupees Two Thousand Three Hundred Sixty) only including GST. NOTE: For payment of 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)												
8	EMD	NIL												
8	Request for Online Bid Document	From Dated. 27.8.2021, 11.00 Hrs												
11	Issue of Online Bid Document	From > Dated. 27.8.2021, 11.01 Hrs Up to > Dated. 17.9.2021, 12.46 Hrs												
10	Date, Time and Place for Pre-Bid Conference	Considering Covid-19 restrictions, there shall be no pre-bid meeting. However, interested bidders may mail there queries related to tender to sgm.cpc@optcl.co.in on or before Dated 24.7.2021. No queries shall be entertained after schedule date, For tender details , bidders may also contact> DGM(HRD), OPTCL, Bhubaneswar Contact No: 9438907099												
11	Receipt of bids	> Up to Dated. 17.9.2021, 13.00 Hrs												
12	Opening of Technical Bids (Part-I)	On or after Dated. 18.9.2021.2021, 11.00Hrs												
13	Opening of Price Bids (Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.												

CHIFE GENERAL MANAGER, CPC



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ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE SENIOR GENERAL MANAGER (HRD)

Janpath: Bhubaneswar-751022.
Telephone: (0674) 2542068, Website: www.optcl.co.in
CIN:U4102OR2004SGC007553

e-tender Notice No. CPC-15/2021-22
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Part- I
SECTION -I

1.0 SCOPE OF WORK:

The Odisha Power Transmission Corporation LTD (OPTCL) invites recognized, Registered, well established and financially sound Manpower Service Providers for providing the service of Manpower on contract (outsourced) basis for use of OPTCL Corporate Office & field units.

Lot-I (Providing services of Nurse, Dresser & Attendant):

(i) 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.

(ii) OPTCL has tentative requirement for Manpower. The requirement may increase/decrease as per requirement of the Corporation.

(iii) The approximate no. of Manpower (Nurse , Dresser & Attendant) requirement is as follows:-

Sl No.	Category	Approximate nos. of requirement	Remuneration to the deployed personnel
1	Nurse (Highly-Skilled)	01	Not below the rate of minimum wages with VDA notified.
2	Dresser (Skilled)	01	
3	Attendant (Semi-Skilled)	01	

(iv) **Specification of personnel to be deployment:** Minimum Educational Qualification & Physical standard of the personnel to be deployed shall be as follow.

Sl No	Category of Manpower	Qualification & Experience	Age limit	Physical Standards
1	Nurse (Highly-Skilled)	Should have passed +2 with ANM. Must have worked for at least two (02) years in any Hospital / Dispensary/ Nursing Home as Nurse.	Minimum: 18 years & Maximum: 50 years as on date of deployment	Should have possessed prescribed Physical Standards
2	Dresser (Skilled)	Should have passed HSC from a recognized Board or Equivalent. Must have worked for at least one (01) year in any Hospital / Dispensary/ Nursing Home as Dresser.	Minimum: 18 years & Maximum: 40 years as on date of deployment	
2	Attendant (Semi-Skilled)	Should have passed HSC from a recognized Board or Equivalent. Must have worked for at least one (01) year in any Hospital / Dispensary/ Nursing Home as Medical attendant.	Minimum: 18 years & Maximum: 50 years as on date of deployment	

(v) OPTCL shall verify the suitability of the candidates before deployment:

- a) The Personnel deployed will be well dressed as per the dress code prescribed by the Manpower service provider with Identity card.
- b) 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.
- c) Copies of certificates about required qualifications of individual persons shall be submitted by the Agency before deployment.
- d) 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.

Lot-II (Providing services of Data Entry Operator & Attendant):

(i) 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.

(ii) OPTCL has tentative requirement for Manpower. The requirement may increase/decrease as per requirement of the Corporation.

(iii) The approximate no. of Manpower (Data Entry Operators & Attendant) requirement is as follows:-

Sl No.	Category	Approximate nos. of requirement	Remuneration to the deployed personnel
1	Data Entry Operator	30	11000/- PM fixed
2	Attendant (Un-Skilled)	35	At the rate of minimum wages with VDA notified by Govt. of Odisha for Un-Skilled Category from time to time.

(iv) **Specification of personnel to be deployed:** Minimum Educational Qualification & Physical standard of the personnel to be deployed shall be as follow.

Sl No	Category of Manpower	Qualification & Expreience	Age limit	Physical Standards
1	DEO (Data Entry Operator)	Graduate in any discipline with one year Diploma in Computer Application or equivalent from a recognized institution, having knowledge with data entry operation using Window, MS office environment (MS Word, Excel, Power Point etc), Internet application and should have at least 5 years' experience in similar type of work.	Minimum: 18 years & Maximum: 55 years as on date of deployment	Should have possessed prescribed Physical Standards

2	Attendant	Literate and able to read and write in Oriya and English language.	Minimum: 18 years & Maximum: 40 years as on date of deployment	
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(v) **OPTCL shall verify the suitability of the candidates before deployment:**

- The Personnel deployed will be well dressed as per the dress code prescribed by the Manpower service provider with Identity card.
- 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.
- Copies of certificates about required qualifications of individual persons shall be submitted by the Agency before deployment.
- 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.

Lot-III (Providing the services of Driver):

- 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.
- OPTCL has tentative requirement for Manpower. The requirement may increase/decrease as per requirement of the Corporation.
- The approximate no. of Manpower (Driver) requirement is as follows:-

Sl No.	Category	Approximate nos. of requirement	Remuneration to the deployed personnel
1	Driver (Highly Skilled)	04	Not below the rate of minimum wages with VDA notified for Highly-Skilled Category.

(iv) **SPECIFICATION OF PERSONNEL TO BE DEPLOYED:**

- The person must have valid Commercial / Transport Light Motor Vehicle License with 3 (three) years of experience. He should have knowledge in minor repair of the vehicle.
- The minimum age limit of the personnel to be deployed by the Manpower Service Provider should be above **18 years** of age and not exceeding **40 years** as on date of deployment.
- Should have possessed prescribed Physical Standards.
- Able to read, write and speak Odia, English.
- Able to keep proper up to date maintenance of the log book.
- Knowledge of fire extinguisher operation.
- HSC Pass (equivalent to state or central board).
- The Service provider should possess or procure required safety gadgets and other material for smooth services.

(i) Arrives to work on time and attends work as assigned.

(v) **OPTCL shall verify the suitability of the candidates before deployment:**

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

(b) 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.

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

(d) 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.

2.0 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.

3.0 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.

4.0 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).

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

(A) Technical Criteria	
Description of Criteria	Required Supporting Document
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.
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.
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 Annexure-D. Undertaking needs to be provided in letter head of bidder.

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.
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(B)Financial Criteria		
(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 for last 3 consecutive years by providing similar type of Manpower services only. Lot-I: 10.0 Lakhs Lot-II: 1.0 Crore Lot-III: 10.0 Lakhs	Duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over during last three financial years in 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 has to submit their solvency Certificate	Certificate obtained from the respective Revenue Officer.
(vi)	The Bidder must duly authorized their signatory.	Power of attorney / authorizations must be enclosed along with the tender.

N.B:

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.

6.0 Registration/Downloading of tender document:

(A)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 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 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 (Bangalore–**080-40482000**).

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

Note: 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.

7.0 Participation in bid:

The Tenderers are required to submit the tender in two parts i.e. Part-I (Technical bid) and Part-II (Price Bid). Only those service providers who have deposited the cost of tender specification & fulfils eligibility criteria as laid down in **5.0 (A) & (B)** are eligible to participate in the tender.

8.0 Submission of Technical Bid (Part-I):

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.

- (a) **Tender document cost:** 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).
- (b) **Tender processing fee:** The bidders shall have to submit the non-refundable tender processing fee of ₹ 2,360/- (Rupees Two Thousand Three Hundred Sixty) Only including

GST through e-payment mode directly to K.S.E.D.C.Ltd, Bengaluru.

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

(d) **Documents to Accompany the Bid:**

(I)**Soft copy:** The bidder has to upload scan copy of following documents in tender portal. However, if required they shall be asked to produce original certification for verification.

1	Attested copy of registration certificate of Agency /Firm /Company
2	Certified copy of the statement of bank account of agency for the last three years
3	Attested copy of PAN / GIR Card
4	Attested copy of the latest IT return filed by agency
5	Attested copy of GST registration certificate
6	Attested copy of the E.P.F. registration letter / certificate
7	Attested copy of the E.S.I. registration letter / certificate
8	Certified documents in support of the financial turnover of the agency
9	Certified documents in support of entries in column 13 of Technical Bid
10	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
11	Performance certificate obtained from DGM (HRD) MPPR, OPTCL, Hqrs. Office, Bhubaneswar. (If the agency has supplied manpower to OPTCL earlier)
12	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’)
13	Letter of application on the Bidders letter head in Form-T1.
14	Information’s about the Bidder in Form-T2
15	Experience of similar work in Form-T4 [To be filled in Techno commercial bid (excel sheet) in tender portal]
16	Existing commitments in Form-T5. [To be filled in Techno commercial bid (excel sheet) in tender portal]
17	Anti-collusion certificate in Form T-6
18	Financial capabilities of the Bidder in FormT-7 [Audited Balance sheet/ profit loss account & CA certificate]

(II)**Hard copy:** The bidders shall furnish hard copy of following documents Prior to schedule date and time of techno commercial bid opening.

(1) Power of Attorney/authorization for signing the bid documents (in Form-T3).

9.0 Submission of Price Bid (part-II):

The tenderers are required to fill up the Price Bid in the excel format available in tender portal. The detail guide line for filling up the Price bid is enclosed as PART-II, SECTION-II, PRICE BID. Bidders are requested to read the terms and condition carefully before quoting their price offer.

Conditional Offer: Conditional offer shall not be accepted.

10.0 Opening of Bids.

(i) The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in e-tender portal 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 to submit their clarifications in the prior to scheduled date and time notified in tender portal.

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.

(vi) 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.

(vii) **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.

11.0 Security Deposit:

The successful Bidder in case of award of contract shall 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 Sr.GM (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 Sr.GM (HRD), OPTCL, Janapath, Bhubaneswar – 751022.

12.0 Revision of minimum wages & statutory dues:

(i)The rates of wages to be paid to the Manpower to be provided shall not be less than the rates of minimum wages notified by the Government of Odisha from time to time under the Minimum Wages Act, 1948 and rules made there under.

(ii)The Supervision Charges, rate of wages, statutory dues and other allowances etc. under the labour laws and other laws payable by the bidder should be indicated in detail.

(iii)The bidder has the liberty to seek revision of rates of wages & statutory dues if the minimum wages and other statutory dues go on revision during operation of the agreement.

(iv)In the event of revision of minimum wages & statutory dues by the appropriate Government the contractor will be liable to pay / deposit the revised minimum wages / statutory dues from the effective date as notified. Upon such revision the agency, if pays / deposits at such higher rate such differential amount arising out of revision in minimum wages / statutory dues shall be reimbursed by the OPTCL subject to submission of claims duly witnessed by the authorized representative of the Principal Employer & supporting documentary evidence.

SECTION-II
TECHNICAL BID

Format-I

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 minimum 50 Manpower in a year and out of which minimum 10 Manpower should be in a single contract 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:

Place:

Signature of authorized person

Name:

Seal:

**FORM -T1: LETTER OF APPLICATION
(On the Bidders Letter Head)**

[Location, Date]

To,

**The C.G.M,
CENTRAL PROCUREMENT CELL,
OPTCL, BHUBANESWAR**

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:

Signature of authorized person

Place:

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 thisDays of2020

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

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

SECTION – III
PRICE BID

TENDER SPECIFICATION NO. HRD, OPTCL _____ Dated _____

1. Name of the Bidder:

LOT-I

Sl No. (1)	Categories (2)	Monthly rate per person		
		Remuneration per month (3)	Service Charges / Commission (4) (in % of Col-3)	Total Per month per Person (5)
1	Nurse (Highly-Skilled)	minimum wages notified by Government of Odisha		
2	Dresser (Skilled)	minimum wages notified by Government of Odisha		
3	Attendant (Semi-Skilled)	minimum wages notified by Government of Odisha		

LOT-II

Sl No. (1)	Categories (2)	Monthly rate per person		
		Remuneration per month (3)	Service Charges / Commission (4) (in % of Col-3)	Total Per month per Person (5)
1	Data Entry Operator	Rs.11,000/- (Consolidated fixed)		
2	Attendant (Un – Skilled)	minimum wages notified by Government of Odisha		

LOT-III

Sl No. (1)	Categories (2)	Monthly rate per person		
		Remuneration per month (3)	Service Charges / Commission (4) (in % of Col-3)	Total Per month per Person (5)
1	Driver (High Skilled)	minimum wages notified by Government of Odisha		

- The remuneration per month quoted by the tendering agency shall not less than the minimum wages notified by Government of Odisha.
- **The Service Charges per person shall not less than 5% of the quoted value.**
- The bids with “Nil” or very abnormally low quoted services charges will be treated as “Non responsive” and may lead to rejection.
- Proper justification for the quoted value is to be given by the Agency/Tenderer in writing.

NOTES:-

1. **OPTCL shall pay the Service Charges 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 Rate of wages per month shall be calculated for 26 working days. However, the payment shall be made for each calendar month only on the basis of actual number of Manpower deployed & on actual days of attendance.

3. The rate of wages includes employee share of EPF & ESI contributions.

4. The monthly remuneration, EPF, ESI shall be paid by the service provider and reimbursed by OPTCL.

5. 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.

6. 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.

7. Price bids in any other format other than the prescribed one will not be considered for evaluation.

8. 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.

9. The payment shall be made for each calendar month only on the basis of actual number of Manpower deployed & on actual days of attendance. The rates of wages to be paid to the Manpower to be provided **shall not be less than the rates of minimum wages** notified by the Government of Odisha from time to time for Highly skilled, skilled & Semi-skilled categories under the **Minimum Wages Act, 1948** and rules made there under.

10. 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.

11. Payments of all statutory dues are mandatory and should confirm to the relevant legal / statutory provisions in force.

12. 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.

13. **Good and Service Tax (GST) as per applicable rate shall be paid in accordance with the Rules on payment of GST as applicable.**

14. ~~OPTCL shall pay the Service Charges 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.~~

15. **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.**

16. 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.

17. The Bidder shall **undertake** not to **sublet** the work to other Firm/Agency (s).

Date:
Place:

Signature of authorized person
Full Name:
Seal:

Financial Proposal Submission Form

(On the letterhead of the Bidder)

[Location, Date]

To,

The C.G.M,
CENTRAL PROCUREMENT CELL,
OPTCL, BHUBANESWAR

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-IV
TERMS & CONDITIONS

A). GENERAL TERMS & CONDITIONS:

(1) The successful Bidder / Manpower Agency will be required to execute an agreement within 15 (fifteen) days of issue of work order with DGM (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 DGM (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 **5th** 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. 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.

CHECKLIST FOR STATUTORY COMPLIANCES BY THE AGENCY

Name of the Contractor / Agency: -
Work Order No. :

Bill for the month of : **Date:**

Sl. No.	Description	Status (Yes / No)	Remarks
01	Labour License (Form -VI),(Validity & Date) with License No.		
02	License Strength / Deployment Strength	LS: /DS:	
03	Muster Roll (Form – XIV of Orissa CL (R&A) Rules 1975)		
04	Wage Sheet (Form – XV of Orissa CL (R&A) Rules 1975)		
05	Actual Man days in the Bill		
06	Minimum Wages Payment		
07	EPF Contribution payment with Transaction ID No. (Wage month & Return month)		Date:
08	ESIC Contribution Payment with Transaction ID No. (Wage month & Return month)		Date:
9	Individual EPF Nos. list along with Payment details duly certified by the contractor along with downloaded Statement from EPF site (ECR).		
10	Individual ESIC Nos. list along with payment details duly certified by the contractor along with downloaded statement from ESIC site (ECR).		
11	Accident / Theft Report (if any)		
12	Details of wage processed and payment mode		
13	(A) No. of Outsourced employees' Wages Processed		
	(B) No. of outsourced employees paid through Bank		Date:
	(C) No. of Outsourced employees' Wages not paid with reason		
	(D) Acknowledgement copy of Bank Statement		
	Un-Paid Wages list – Last month		
14	National Holidays payment as and when it falls		
15	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 guards deployed 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 DGM(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.

(iii) 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)

(iv) The Agency should take prior permission from the DGM (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 rates of minimum wages with VDA notified by Govt. of Odisha from time to time under the Minimum Wages Act 1948 & rules made there under.

(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) Statement of Wages of worker (deployed personnel) deployed by him/her in form XIII under Orissa Contract Labour (Regulation and Abolition) Rule, 1975 shall be maintained by the Contractor / Agency.

(iii) 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.

(iv) 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.

(v) There would be no increase in rates payable to the AGENCY during the Contract period. However, in case of revision of wages by the Appropriate Govt. for unskilled category of manpower deployed & the approved rate of wages per month is insufficient to accommodate the same dues, the agency may be allowed to reimburse the then amount on account of above revision.

(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 15th 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 15th 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.

(a) 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 DGM (HRD) MPPR before 30th November of the year for reimbursement after verification.

(b) 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.

- 1) Form IX- Register of Workmen employed by the agency/contractor. (Rule 74)
- 2) Form X- Employment Card issued by agency/contractor. (Rule 75)
- 3) Form XII- Register of Muster Roll. (Rule 77(2)(a))
- 4) Form XIII- Register of Wages. (Rule 77(2)(a))
- 5) Form XV- Wage Slip. (Rule 77(2)(b))
- 6) Form XVI- Register of deduction for damages or loss. (Rule 77(2)(d))
- 7) Form XVII- Register of fines. (Rule 77(2)(d))
- 8) Form XVIII- Register of advances. (Rule 77(2)(d))
- 9) 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) Liquidated Damage (L D)

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 LD/ Penalty @ **0.5% of** the contract price for the interrupted period for each calendar week interruption or part thereof and the total LD/ Penalty 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 Sr.GM (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 Sr.GM (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. On submission of such Bank Guarantee and signing of agreement, EMD of successful bidder / agency will be refunded without any interest.

(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 D.G.M (HRD), MPPR in respect of Manpower deployed after making payment to deployed personnel for the previous month along with the documents within 5th 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 security 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-V

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 & hard 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 1st 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 Cl. – 2 (i) of financial terms & conditions.

ANNEXURE - A
BID SECURITY DECLARATION FORM

**To,
The Sr.GM (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,

Signature of authorized person

Date:

Full Name:

Place:

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 Sr.GM (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 Sr.GM (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.**

Order of Preference Name ——— Specimen Signature

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 thisday 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.