



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

REGD. OFFICE: JANPATH, BHUBANESWAR-751 022

CIN – U40102OR2004SGC007553

No. AW – MPPR – 06/2005 (Vol.II) - 17135 / Dated, 08.09.2014

NOTICE INVITING TENDER

Sealed Tenders are invited under two part bidding system from the registered and reputed Manpower Supply Agencies / Service Provider Firms having valid Labour License, EPF & ESI Registration, PAN/TIN Number and at least five years' experience for providing various category of Manpower under OPTCL Corporate Office, Bhubaneswar and in its Field Units for a period of two years w.e.f the date of commencement of the Agreement for providing Manpower on contract basis.

The detailed information for providing Manpower has been given in the Tender Documents which may be obtained in person from the office of the undersigned on any working day between 10.00 AM to 01.30 P.M w.e.f 17.09.2014 by payment of Rs. 10,500/- (Rupees Ten Thousand Five hundred) only [Cost of the Tender Paper Rs. 10,000/- + VAT @ 5%] in shape of crossed Bank Draft, payable at Bhubaneswar drawn in favour of 'DDO (Headqrs.), OPTCL Bhubaneswar'. The Agency / Firm may also download the Tender Documents from the OPTCL Website: www.optcl.co.in and submit the tender along with the cost of the tender paper in shape of Bank Draft only.

The amount of Rs. 10,500/- paid towards the cost of the Tender Paper is not refundable.

The last date and time for submission of Tender Document is 30.09.2014 by 01.00 P.M.

An Mahapatra

ASST. GENERAL MANAGER (HRD), MPP



CIN – U40102OR2004SGC007553

TENDER DOCUMENTS



DETAILS OF MANPOWER REQUIREMENT

Sl. No.	Category of Manpower to be provided	Total Nos. of requirement
1	TRP (El.)	06 Nos.
2	TRP (Telecom)	06 Nos.
3	Lady Nurse	01 No.
4	Messenger	01 No.
5	Attendant	03 Nos.
6	Data Entry Operator	48 Nos.
7	Finance Personnel	26 Nos.
8	Gym Instructor	01 No.
9	Receptionist-cum-Caretaker	02 Nos.
10	Driver	02 Nos.
11	Librarian	01 No.
12	Gardener	01 No.



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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

REGD. OFFICE: JANPATH, BHUBANESWAR-751 022

Phone: (0674) 2540051 (EPABX)

Website: www.optcl.co.in

**TENDER SPECIFICATION FOR
"PROVIDING MANPOWER ON JOB CONTRACT BASIS
AT OPTCL CORPORATE OFFICE & ITS FIELD UNITS"**

TENDER CALL NOTICE NO.	: AW – MPPR – 06/2005 (Vol.II) -	Dated,
SALE OF TENDER PAPER FROM DATE	: 17.09.2014 10.30 AM	
LAST DATE OF SALE OF TENDER PAPER	: 29.09.2014 up to 01.30 PM	
LAST DATE OF RECEIPT OF TENDER DOCUMENT	: 30.09.2014 up to 01.00 PM	
DATE OF OPENING OF TENDER (TECHNO COMMERCIAL BID)	: 13.10.2014 at 03.30 PM	
COST OF THE TENDER PAPER	: Rs.10,500/- (Rupees Ten Thousand Five hundred only) i.e [Cost. of Tender Paper Rs.10,000/- + Rs. 500/- for VAT @ 5%]	
COST OF THE EMD	: Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand) only	
MODE OF PURCHASING TENDER PAPER	: From OPTCL Corporate Office / OPTCL Website	

INSTRUCTION TO BIDDERS

1. Only Registered Agency / Firm having valid Labour License, EPF,ESI & Service Tax Registration Pan No., VAT/CST License with the Statutory Authority shall participate in the bidding process
2. The detailed Tender Documents can be obtained from the O/o A.G.M (HRD),MPP, OPTCL Corporate Officer during office hours on all working days from **10.00 AM** to **01.30 PM** from **17.09.2014** to **29.09.2014** on payment of cost of Tender Paper in shape of Bank Draft in favour of DDO (Headqrs.),OPTCL Bhubaneswar and payable at Bhubaneswar. The same shall be downloaded from the official website of OPTCL indicated in the Tender Notice No. **17135** Dated **08.09.2014**.
3. Sealed tender papers completed in all respect shall be submitted in the office of the AGM (HRD),MPP, OPTCL Hqrs. Office on or before **29.09.2014 up to 01.00 PM**. Tenders received after the due date and time shall not be taken into consideration. Further, the offer in any other mode /proforma except OPTCL prescribed Form shall not be entertained. The tender should be submitted in a sealed envelope superscribed as "**TENDER FOR PROVIDING MAN POWER ON JOB CONTRACT BASIS AT OPTCL CORPORATE OFFICE,BHUBANESWAR AND ITS FIELD UNITS**" containing **two separate sealed envelope** i.e one for **Techno Commercial Bid** and another for **Price Bid**. All pages of the Tender should be signed and affixed with Seal by the authorized signatory of the Bidder. The Techno Commercial of the Tender will be opened on **13.10.2014 at 03.30 PM in the Chamber of AGM (HRD),MPP, 2nd Floor, OPTCL Corporate Office** in the presence of Bidders who choose to be present. No post tender correspondence will be entertained/ allowed.
4. The Bank Draft for the following purpose shall be attached with the Techno Commercial Bid failing which the Tender shall be out rightly rejected :
 - i) Bank Draft issued by any scheduled Bank amounting to **Rs. 1,75,000/- (Rupees One Lakh Seventy Five thousand)** only in favour of D.D.O (Headqrs.),OPTCL,Bhubaneswar and payable at Bhubaneswar towards **EMD Amount**.
 - ii) In case of downloading the Tender Documents, a separate Bank Draft amounting to **Rs.10,500/-** issued by the Nationalized Bank in favour of D.D.O (Headqrs.), OPTCL,Bhubaneswar and payable at Bhubaneswar towards the cost of the Tender Paper.
5. The following documents shall also be submitted with the Techno Commercial Bid, failing which the Tender shall be out rightly rejected :-
 - a. Attested Copy of Registration of the Agency / Firm

- b. Attested Copy of Labour Licence Certificate
 - c. Attested Copy of EPF & ESI Registration Certificate
 - d. Attested Copy of PAN issued by the Income Tax Authority
 - e. Attested Copy of Service Tax Registration Certificate for providing Manpower service
 - f. Copy of IT return filed for the last three financial years
 - g. Copy of Experience Certificate obtained from the State Govt. / Central Govt., PSU or Govt. Undertaking where the man power has been provided by the Agency/Firm minimum for a period of five years
 - h. Audited Account with Balance Sheet of Profit & Loss for last three years with seal and signature of Chartered Accountant
6. The Tender should be kept valid for a minimum period of 120 days from the date of opening of the Tender, failing which the Tenders will be rejected.
 7. The Agencies/Firms are requested to quote **"FIRM"** rate in the Price Bid and the same shall remain valid throughout the period of agreement. No deviation from the quoted rate shall be entertained.
 8. Incomplete, conditional offer, delay in submitting the Tender paper shall not be entertained and the same shall be liable for rejection.
 9. Any over writing or erasing or illegible writing in the Tender Paper shall not entertained and liable for rejection.
 10. The successful Bidder shall be required to furnish a Composite Bank Guarantee from Nationalized Bank / Scheduled Bank for an amount equivalent to **10%** of the contract value towards Security Deposit favoring of D.D.O (Headqrs.), OPTCL, Bhubaneswar which shall be encashable at Bhubaneswar.
 11. The successful Bidder to whom work order to be issued, shall be required to execute an agreement in Non-judicial Stamp Paper of Rs.100/- (Rupees One hundred) before execution of the work.
 12. The OPTCL Authority reserves the right to increase / decrease the number of personnel depending on requirement.
 13. **The OPTCL Authority reserves the right to alter or add in any of the clause and also extending the validity period of the Tenders and contract period of agreement.**
 14. The OPTCL Authority reserves the right to cancel the Tender without assigning any reasons thereof.

GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS

- The “**Company**” shall mean “ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking)” having its registered office at Janpath, Bhubaneswar-751022.
- “**Agency / Firm**” means successful Bidder whose bid has been accepted and shall include the bidder’s executives, administrators and permitted assignees.
- **OPTCL** means - OPTCL Management or any Officer authorized by the management.
- “**Contract Price**” shall mean the total amount quoted by the successful Bidder inclusive of all statutory dues/taxes which has been accepted by the OPTCL in issuance of the Work Order .
- “**General Condition**” shall mean the General Terms and Conditions of contract, stipulated in this tender specification.
- “**Specification**” shall mean the entire bid document.
- “**Month**” shall mean Calendar month.
- “**Writing**” shall include any manuscript, type written, printed or other statement reproduction in any visible form whether under seal or under hand.
- The term “**Contract Document**” shall mean and include GTCC, Notice inviting tender, instruction to Bidder, schedule of prices, any special conditions, applicable to the contract.
- “**Reporting Officer**” shall mean the Officers’ concerned under whom the manpower to be provided by the Bidder or any Officer not below the E – 3 Grade to be declared by the Controlling Officer to act as Reporting Officer for the purpose.
- “**Controlling Officer**” shall mean the Head of Unit where the manpower to be engaged through the Agency/Firm.
- Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act failing that in the Odisha General Clauses Act.

2. SCOPE

- A) Providing Manpower on job contract basis as per specification/categorization in the Tender Notice under OPTCL Corporate Office, Bhubaneswar and its field Units for a period of **two years**.

- B) The scope also covers termination of contract within the contract period by issuing 15 (fifteen) days advance notice and by forfeiting Security Deposit if any deviation from terms and conditions of the contract will be found/noticed by the OPTCL management.
- C) The successful Bidder shall provide the Man Power on job contract basis having the following qualification as indicated below against each category :-

Sl. No.	Category of Man Power	Requisite qualification
1	TRP (EI.)	Should have passed Matriculation from recognized Board with possession of ITI Certification in Electrician Trade.
2	TRP (Telecom.)	Should have passed Matriculation from recognized Board with possession of ITI Certification in Telecom Trade.
3	Lady Nurse	Should have passed +2 with ANM
4	Attendant / Messenger	Should have Passed minimum 7 th Class standard with good physique for attending the work
5	Data Entry Operator	Graduate in any stream from Recognized University/Board with PG DCA from a recognized Institute. Adequate knowledge in MS Office, acquaintance with Software packages in Accounting, Engineering, Human resources, General discipline, Web Technology, possessing a speed of 8000 key depressions per hour for data entry work, good knowledge in English and communication skills is preferable.
6	Finance Personnel	CA (Inter) / ICAI Inter / CA Final / ICAI Final /B.Com.
7	Gym Instructor	+2 Pass with good knowledge in writing & speaking in English with five years' experience as Gym Instructor.
8	Receptionist-cum-Caretaker	Graduate in any stream from Recognized University/Board with Hotel Management.
9	Driver	Matriculate from Recognized Board with at least possession of Light Vehicle Driving License.

Sl. No.	Category of Man Power	Requisite qualification
10	Librarian	Should have passed Degree in Library & Information Science from recognized University / Institute, preferably having one year experience .
11	Gardener	Should have passed minimum 7 th Class standard with adequate experience in Gardening activities.

- D) The successful Bidder shall give emphasis on the following aspects while providing manpower for which advertisement is made :-
- (i) Well experienced personnel in line with the requirement of the Company shall be provided.
 - (ii) For Gym Instructor, the personnel should have good experience and expertise in GYM. Preference shall also be given for the person who have participated or have received any award from State level Gym Authority.
- E) The selection of the personnel shall be made on the basis of joint test / interview of the candidates by the Authorized Representative of the successful Bidder & OPTCL Authority.
- F) During the contract period, if the performance of any person provided by the successful Bidder is found to be unsuitable or of sub-standard quality for executing the work or he acts detrimental to official interest of the Company, the Bidder shall immediately replace that person immediately.
- G) The present requirement which is being advertised for providing man power on contractual basis may increase or decrease at any time as per requirement of OPTCL. The successful Bidder shall induct more persons or withdraw the persons engaged depending upon the requirement.

3. ELIGIBILITY

- i) The Agency / Firm should have at least 5(five) years' experience in providing manpower in all the categories mentioned in the scope out of which at least one should be to Central / State Govt. Department or Central /State Govt. undertaking.

- ii) Only those who have purchased the tender papers from OPTCL or downloaded the tender document from OPTCL website and submitted requisite tender paper cost along with the bid documents are eligible to participate in the Tender. No other application form shall be accepted.

4. BID PRICE

- i) **The Bidders are requested to quote-'FIRM' price. No deviation from firm price will be entertained.**
- ii) The rate quoted should be inclusive of monthly Wages including Employees share of EPF & Employees share of ESI as mentioned in the Finance Bid, Employer's share of EPF (13.61%) & Employees share of ESI (4.75%), Commission & Administrative Charges and Service Tax thereon at the existing rate inclusive of all taxes & duties (if any) and FIRM. No escalation of rate shall be allowed except the statutory variation in Service Tax during the currency of the contract. Quoted rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in execution and completion of the contract.

5. PERIOD OF CONTRACT

The Contract period shall be valid for **02 (two)** years from the date of issuance of order. The same shall be extended for a another period of **01 (one)** year with mutual consent of the OPTCL Authority and Bidder to whom the work is awarded. However the contract shall be terminated at any time without giving any reasons thereof by giving one month notice from either side. However, in case of any failure by the successful Bidder, to whom the work is awarded, to fulfill his contractual obligations, the OPTCL reserves the right to cancel the contract and the Security Deposit of the Bidder shall be forfeited

6. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

After the work is awarded in favor of the successful Bidder, they shall be exclusively for compliance of the following :-

- (i) In case, the person employed by the successful Bidder, commits any act of omission/commission that amounts to misconduct / indiscipline/incompetence, the said Provider/Bidder shall be liable to take appropriate action against such person, including their removal from the official site where he is deployed. Further, if any person, provided by the successful

Bidder, is found unacceptable to the Office because of security risk, incompetence, conflict of interest, improper conduct etc. shall replace the same person immediately. The working hours of each personnel so deployed by the Service Provider is 07 (seven) hours from 10.00 AM to 05.00 PM on all working days with half an hour lunch break from 01.30 PM to 2.00 P.M. Besides that, OPTCL reserves the right to call for any personnel to attend Office on Sunday or Holiday and for such purposes, equivalent **Offs** will be provided but no additional payment shall be given by the OPTCL.

- (II) All personnel deployed by the successful Bidder shall report for duty at 10.00 A.M to the concerned Reporting Officer and remain in Office upto 5.00 PM. Failure of reporting beyond the above time and leaving Office prior to 5.00 PM consecutively for three (03) days shall be treated as absent from duty and one day wage of the concerned person shall be deducted from the monthly Bill.
- (III) In the event of any person leaving the job due to his /her personal reasons, the Service Provider / Bidder shall provide a suitable substitute immediately. If any delay is noticed for providing substitute beyond three working days, penalty @ Rs. 500/- per day shall be levied and deducted from the monthly bill of the Service Provider / Bidder or from the Security Deposit, as the case may be.
- (IV) For all intents and purpose, the Service Provider / Bidder shall be the "Employer" within the meaning of different Labour Legislation. Such personnel shall have no claims of Master & Servant relationship nor have any Principal & Agent relationship upon the OPTCL.
- (V) The persons provided by the successful Bidder have no rights to ventilate their grievances to the OPTCL Authority directly. They cannot also form any Union/Association or be a Member of the Regd. Trade Union functioning under OPTCL for the purpose of presentation of their demands before the OPTCL Authority.
- (VI) The personnel deployed by the Service Provider shall have no rights to claim for pay, perks, leave and other facilities admissible to employees of OPTCL during the contract period.
- (VII) In case of termination of this contract or its expiry or otherwise, the persons deployed by the Service Provider/ Bidder, shall have no claim with OPTCL for any absorption nor for any relaxation for absorption in the regular /any other capacity in the Office.

(VIII) In case any loss, theft, fraud or damages happened with the OPTCL property during the contract period due to negligence of any person provided by the Bidder, the equivalent cost shall be recovered from the pending Bills or Security Deposit amount and if the cost is more than the amount of Pending Bills or Security Deposit, as the case may be, the Bidder shall be liable to pay the balance amount.

7. EMD

The Tender shall be accompanied with a Bank Draft amounting to **Rs. 1,75,000/- (Rupees One lakhs seventy five thousand)** only towards **Earnest Money Deposit (EMD)** in favour of **“D.D.O (Headqrs.), OPTCL.Bhubaneswar”** and payable at **Bhubaneswar**. The EMD amount of successful Bidder shall be refunded on issuance of work order and execution of Agreement thereof. **However, if the successful bidder will not execute the Agreement within 15 (fifteen) days from the date of acceptance of Work Order, the EMD amount will be forfeited without intimating the Bidder along with debarring the Bidder from participating in future tenders of the Company.** The EMD of unsuccessful bidder will be refunded immediately after finalization of the tender. **No interest shall be paid on Earnest Money Deposit.**

8. SECURITY DEPOSIT

- 1) The successful Bidder is required to furnish a Composite Bank Guarantee of 10% of Total Contract Price in the standard format of OPTCL (which will be provided at the time of issue of work order) from any Nationalized / Scheduled Bank on non-judicial stamp paper worth of Rs. 50/- only or as applicable, as per prevailing laws in force in favour of **D.D.O (Headqrs.),OPTCL, Bhubaneswar** en-cashable in **Bhubaneswar_____ (Branch Name to be indicated by the issuing Bank)**. The Bank Guarantee shall be for a period of **four (04) months** over and above the Contract period that is for **28 Months** (24 Months + 04 Months).
- 2) No adjustment of EMD amount towards Security Deposit shall be entertained.
- 3) The Security Deposit shall be refunded only after satisfactory execution and completion of the contract.
- 4) In case, the contract is further extended beyond the initial period, the validity period of the Bank Guarantee shall be extended accordingly.

5) No interest will be paid on Security Deposit Amount

- 6) Whenever any claim against the Service Provider / successful Bidder for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum by appropriating in part or whole of the Security Deposit of the Service Provider / Bidder. 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 thereafter may fall due. The Service Provider / successful Bidder shall pay to the Company on demand any balance remaining due.

- 7) In the event of any breach of the terms of the contract by the Service Provider / successful Bidder or occurrence of any loss or damage which in the opinion of the concerned Officer of OPTCL has arisen due to Service Provider/successful Bidder, the decision of the OPTCL shall be final and binding on the Service Provider / successful Bidder. In the event of the termination of the contract for any such breach, the Security Deposit is liable to be forfeited. The decision of forfeiture by the Company shall be final and binding on the Contractor. This is without prejudice to any other rights of OPTCL under contract law.

9. RIGHT TO ACCEPT/ REJECT OFFER

Authority reserves the right to either accept or reject any or all the offers without assigning any reason thereof.

10. PENALTY

- A)** If the service undertaken by the Service Provider / Bidder is not upto the satisfaction.
 - i. Full or part of the amount of the bill shall be withheld / deducted from the Monthly Bill or the Security Deposit as the case may be without any notice. **Or**
 - ii. The Authority may terminate the contract at any time without any reason / notice.

- B)** In the event of any person leaving the job due to his /her personal reasons, the Service Provider / Bidder shall provide a suitable substitute immediately. If any delay is noticed for providing substitute beyond three working days, penalty @ Rs. 500/- per day shall be levied upon him.

11. OUTRIGHT REJECTION

The Tenderer are required to enclose the photocopies of the documents as mentioned in Clause – 05 of the tender document i.e at Instruction to Bidders, along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further.

12. SUBLETTING

The work shall not in any manner or degree be sublet.

13. SUBMISSION OF BILL

The Service Provider / successful Bidder shall raise the Bill in triplicate along with attendance sheet, duly verified by the Reporting Officer, to the Controlling Officer in respect of the persons provided to the OPTCL by 1st week 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:-

- 1) Paid acquaintance duly received by the personnel and duly signed by the Controlling Officer on the body of the acquaintance.
- 2) Documents towards deposit of EPF & ESI along with a certificate of the Firm / Service Provider to the effect that EPF & ESI Contribution of the persons engaged in the OPTCL on job contract basis, pertaining to the previous month, has been deposited in respective statutory authority.
- 3) The claims in Bills regarding ESI, EPF and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to concerned month bill. A requisite portion of the Bill or whole of the Bill amount shall be held up till such proof is furnished, at the discretion of OPTCL.
- 4) Certification of Controlling Officer towards satisfactory performance.
- 5) The Service Provider / successful Bidder shall raise the Bill for Leave Salary and Bonus as per provisions stipulated in the Contract Labour (regulation and abolition) Act 1970, Payment of Bonus Act, 1965 respectively at the end of each year.

14. PAYMENT OF BILL

1. Payment shall be made in shape of A/c Payee Cheque in favour of the Service Provider / successful Bidder within 15 (fifteen) days of receipt of correct Bill duly verified by the concerned Officer-in-charge.

2. In case of non-deposition of EPF & ESI by the Service Provider / successful Bidder, the same shall be deducted from his running Bill in order to deposit the same with the appropriate Authority on behalf of the Service Provider / successful Bidder.
3. TDS, as applicable, shall be deducted from the running Bill.
4. Service Tax of the Service Provider / successful Bidder shall be reimbursed on production of documentary proof/evidence.
5. 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, if any or withhold the amounts likely to fall due to the contractor (but without obligation to do so to make such payments) as it may be considered necessary or to recover from the Security Deposit.

15. OFFICER-IN-CHARGE

In case of Corporate Office, the AGM (HRD),MPP or his authorized representative is the Officer-in-Charge for this work. But for Field Units the concerned Unit Head is the Officer-in-Charge for this purpose.

16. PAYING OFFICER

For the Corporate Office, D.D.O (Headqrs.),OPTCL,Bhubaneswar.

17. FORCE MAJEURE

In case OPTCL does not require services of personnel provided by the Service Provider/successful Bidder, due to unforeseen and unavoidable events beyond the control of the OPTCL, the Service Provider / successful Bidder will not be paid any remuneration for such period. However, for services already provided before force majeure sets in, OPTCL shall be obliged to pay for such services subject to other condition under the contract.

18. DISPUTE SETTLEMENT.

Any dispute or difference arising out of this contract shall be mutually settled, but in case of any disagreement to such settlement, the decision of CMD, OPTCL or his authorized representative shall be final & binding.

19. TERMINATION OF CONTRACT

The management reserves the right to terminate the contract without assigning any reason thereof at any time during the period of contract by giving 15 (fifteen) days' notice, if it is in the interest of OPTCL under existing circumstances. Also in case of failure on the part of the contractor for fulfilling any contractual obligation, the officer-in-charge reserves the right to terminate the contract by issuing 15 (fifteen) days' notice in which case Security Deposit shall stand forfeited and be absolutely at the disposal of Officer-in-Charge.

20. CONTACT ADDRESS

Complete postal address with telephone number, fax no., mobile no., Email-Id shall be given with the Tender for immediate contact.

21. JURISDICTION

Suits, if any arising out of this contract shall be filed by either party in a Court of Law to which jurisdiction of civil court at Bhubaneswar, Odisha extends.

22. LEGAL OBLIGATIONS.

- i) After the work is awarded, the Service Provider / successful Bidder shall provide the man power on contractual basis as per specifications and requirement of the OPTCL.
- ii) The Service Provider / successful Bidder shall provide the details of bio-data including recent Passport size photograph, proof of age, proof of academic qualification , identity card bearing recent passport photograph etc. of personnel to be provided for the purpose.
- iii) No person below 18 years will be engaged.
- iv) The Service Provider / successful Bidder shall comply with the provisions of The Minimum Wages Act 1948, The Employers Liability Act 1938, The Employee's Compensation Act 1923, The Industrial Dispute Act 1947, The Maternity Benefit Act 1961, The Employees Provident Fund miscellaneous Provisions Act 1952, The Contract Labour (regulation and abolition) Act 1970, Payment of Bonus Act, 1965 & The Child Labour (Prohibition & Regulation) Act 1986, or any modifications thereof or any other law relating thereto and rules made there-under from time to time.

- v) The Service Provider / successful Bidder shall recruit his own personnel in order to provide the man power to OPTCL on job contract basis. They will not be treated as OPTCL staff for any purpose whatsoever and facilities/benefits applicable to OPTCL staff will not be applicable to them. The Service Provider / successful Bidder 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 the awarded job. If due to any reason whatsoever OPTCL is made liable to meet any obligation under any of the said Laws and enactments etc. for any reason whatsoever the same shall be recovered from his Security Deposit OPTCL or from the bills payable to him or failing which it shall be recovered as per law. It is made clear that the Service Provider / successful Bidder shall have PF Account No allotted by RPF and extend PF benefits as provided under EPF Scheme,1952 to his entire personnel provided to OPTCL. He shall also allow ESI provisions to his employees.
- vi) The Service Provider / successful Bidder shall not pay less than minimum wages to the employee's notified by Govt. of Odisha from time to time under the minimum wages Act and Rules.
- vii) Payment to the personnel provided by the Service Provider / successful Bidder shall be disbursed before 7th day of every month in presence of Officer-in-charge or his duly authorized representative irrespective of whether the bill for the service rendered has been paid by OPTCL or not. The Officer-in-Charge shall certify on the payment sheet/register for fulfillment of provision of Law.
- viii) Besides wages, PF & ESI contribution, Annual Leave, Holiday wages etc. shall be paid to the employees engaged by the Service Provider / successful Bidder as per statutory provisions.
- ix) The Service Provider / successful Bidder shall maintain all Statutory Registers under the applicable Law and the same shall be produced, on demand, before the OPTCL Authority or any other Appropriate Statutory Authority for verification and its compliance also.
- x) The OPTCL has every right to call for the Original Documents from the Service Provider / successful Bidder for verification with the documents submitted with the Tender Paper. If anything is found wrong, false or fabricated, then the contract shall be terminated and the Security Deposit of the Service Provider / successful Bidder shall also be forfeited.

- xi) The Service Provider / successful Bidder shall exclusively be responsible for payment compensation under the Compensation Act,1970 to the personnel provided to OPTCL. The Service Provider / successful Bidder will take insurance policies for sufficient amounts to cover himself against third party risks, employee's compensation Act, contractors all risk policy, and keep OPTCL indemnified and continuously keep indemnified till the currency of contract.
- xii) The Service Provider / successful Bidder shall comply with the provisions of The Employees' Provident Fund and miscellaneous Provisions Act 1952 and The Employees' State Insurance Act 1948. The contractor shall deposit Employees and Employer's contribution with the appropriate authority every month regularly in respect of the personnel provided by him in his own PF/ESI number.
- xiii) Any failure by the OPTCL at any time or from time to time to enforce or require strict keeping and performance of any of the terms and conditions of agreement, or to exercise a right hereunder shall not constitute a waiver of such terms and conditions or rights and shall not affect or impair the same or the right of the Company at any time to avail itself of the same.
- xiv) In the event of any dispute arising out of or in relation to the job contract, the same shall be referred to the Chairman-cum-Managing Director, OPTCL whose decision shall be final and binding.

23. BASIS OF EVALUATION

The tender will be evaluated on the basis of "FIRM" price quoted by the Bidder for all categories of persons as per the Financial Bid and the work shall be awarded to **the Lowest Bidder**. However, OPTCL reserves the right to accept and award the work in favor of **second Lowest Bidder** onwards whosoever matches the L₁ Quoted price in the event L₁ Bidder back out from the Work Order.


ASST. GENERAL MANAGER (HRD),MPP

TENDER FORM

TENDER CALL NOTICE NO. _____

To

The A.G.M (HRD), MPP,
Corporate Office of OPTCL,
Janpath : Bhubaneswar – 751022

Sir / Madam,

I / We have gone through the Tender Documents together with the general terms and condition therein for providing manpower on job contract basis :-

1. I / We hereby offer to provide man power on job contract basis to the OPTCL as per specification indicated in the above mentioned Tender Notice.
2. I / We hereby undertake to provide man power and execution of agreement within the specified time on receipt of work order.
3. I / We hereby undertake to abide by all terms and conditions of the Tender scrupulously.
4. We certify that we have purchased the Tender Paper / Downloaded it from OPTCL Web Site and details of depositing the cost of Tender Paper is given here under :-
 - (i) Draft No. _____ / Dated _____
Issuing Bank _____
 - (ii) OPTCL Money Receipt No. _____ / Dated _____
5. I / We hereby declare that the particulars given in the Tender are true to the best of our knowledge and belief and are supported with necessary documents obtained from the concerned Authorities.

Place :

Date :

SIGNATURE OF THE APPLICANT / BIDDER

TENDER APPLICATION FORM
(FOR TECHNO COMMERCIAL BID)

TENDER CALL NOTICE NO. _____

1. Name of the Bidder / Firm :
2. Permanent Address :
3. Mailing Address (with Telephone No. / Mobile No. / Fax No.) :
4. Valid Labour Licence No. :
5. Service Tax Registration No. :
6. Sales Tax Registration No. :
7. Permanent Provident Fund A/c No. :
8. Permanent ESI Account No. :
9. PAN / GIR No. :
10. Proof of experience certificate attached : **Yes / No**
11. Name of the person authorized to sign the tender and Bills in case of successful Bidder :
12. Whether the Bidder / Firm executed the previous similar order awarded in their favour by OPTCL / GRIDCO fully and satisfactorily. : **Yes / No**
 - (a) If No, then give details

P.T.O

13. Details of EMD Amount deposited
(Submitted in shape of Bank Draft / Bankers cheque)
- a) Name of the Bank :
 - b) Amount :
 - c) Bank Draft / Bankers
Cheque No. & Date :
14. Security deposit (whether agreeable to OPTCL terms) : **Yes / No**
15. List of similar type of order(s) executed : **Yes / No**
(Attach separate sheet & photocopy of orders)
16. Penalty (Whether agreeable to OPTCL terms) : **Yes / No**
17. Terms of payment (Whether agreeable to
OPTCL Terms) : **Yes / No**
18. Validity:- Whether agreeable to OPTCL's
terms or not : **Yes / No**
19. Whether there is any litigation previously
With the OPTCL : **Yes / No**

I/We do hereby declare that the particulars given in the application are true to the best of my knowledge and belief. In the event of any information found false or incorrect, I will be liable for appropriate legal action and liability for the same

Place :

Date :

SIGNATURE OF THE APPLICANT / BIDDER

TENDER APPLICATION FORM
(FOR FINANCIAL BID)

Tender Notification No: _____

Name of the Bidder :

I/We do hereby agree to provide following man power with the monthly wages as quoted against each :-

A. DATA ENTRY OPERATOR :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 5,200.00*	48	Rs. 2,49,600.00
2	Employer's share of EPF @ 13.61 % of 1 above		48	
3	Employer's share of ESI @ 4.75 % of 1 above		48	
4	Commission & Administrative Charges (@ ____ % of 1 above)		48	
5	Sub Total (1+2+3+4)			X ¹
6	Service Tax @ 12.36% of (1+2+3+4)			Y ¹
GRAND TOTAL				X ¹ + Y ¹

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		48	
2	**Bonus		48	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

P.T.O

B. TRP (EL) & TRP (TC) :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 5,200.00*	12	Rs. 62,400.00
2	Employer's share of EPF @ 13.61 % of 1 above		12	
3	Employer's share of ESI @ 4.75 % of 1 above		12	
4	Commission & Administrative Charges (@ ____ % of 1 above)		12	
5	Sub Total (1+2+3+4)			X ²
6	Service Tax @ 12.36% of (1+2+3+4)			Y ²
GRAND TOTAL				X² + Y²

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		12	
2	**Bonus		12	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

C. FINANCE PERSONNEL [CA (INTER) / ICAI(INTER)]:

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 7,500.00*	15	Rs. 1,12,500.00
2	Employer's share of EPF @ 13.61 % of 1 above		15	
3	Employer's share of ESI @ 4.75 % of 1 above		15	
4	Commission & Administrative Charges (@ ____ % of 1 above)		15	
5	Sub Total (1+2+3+4)			X ³
6	Service Tax @ 12.36% of (1+2+3+4)			Y ³
GRAND TOTAL				X³ + Y³

* Monthly wages includes Employer's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		15	
2	**Bonus		15	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

P.T.O

D. FINANCE PERSONNEL [CA (FINAL) / ICAI(FINAL)] :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 10,000.00*	11	Rs. 1,10,000.00
2	Employer's share of EPF @ 13.61 % of 1 above		11	
3	Employer's share of ESI @ 4.75 % of 1 above		11	
4	Commission & Administrative Charges (@ ____ % of 1 above)		11	
5	Sub Total (1+2+3+4)			X ⁴
6	Service Tax @ 12.36% of (1+2+3+4)			Y ⁴
GRAND TOTAL				X⁴ + Y⁴

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		11	
2	**Bonus		11	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

E. LADY NURSE :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 5,200.00*	01	Rs. 5,200.00
2	Employer's share of EPF @ 13.61 % of 1 above		01	
3	Employer's share of ESI @ 4.75 % of 1 above		01	
4	Commission & Administrative Charges (@ ____ % of 1 above)		01	
5	Sub Total (1+2+3+4)			X ⁵
6	Service Tax @ 12.36% of (1+2+3+4)			Y ⁵
GRAND TOTAL				X⁵ + Y⁵

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		01	
2	**Bonus		01	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

P.T.O

DRIVER :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 7,500.00*	02	Rs. 15,000.00
2	Employer's share of EPF @ 13.61 % of 1 above		02	
3	Employer's share of ESI @ 4.75 % of 1 above		02	
4	Commission & Administrative Charges (@ ____ % of 1 above)		02	
5	Sub Total (1+2+3+4)			X ⁶
6	Service Tax @ 12.36% of (1+2+3+4)			Y ⁶
GRAND TOTAL				X⁶ + Y⁶

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		02	
2	**Bonus		02	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

P.T.O

F. RECEPTIONIST-Cum-CARETAKER :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 5,330.00*	02	Rs. 10,600.00
2	Employer's share of EPF @ 13.61 % of 1 above		02	
3	Employer's share of ESI @ 4.75 % of 1 above		02	
4	Commission & Administrative Charges (@ ____ % of 1 above)		02	
5	Sub Total (1+2+3+4)			X ⁷
6	Service Tax @ 12.36% of (1+2+3+4)			Y ⁷
GRAND TOTAL				X⁷ + Y⁷

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		02	
2	**Bonus		02	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

G. GYM. INSTRUCTOR :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 5,200.00*	01	Rs. 5,200.00
2	Employer's share of EPF @ 13.61 % of 1 above		01	
3	Employer's share of ESI @ 4.75 % of 1 above		01	
4	Commission & Administrative Charges (@ ____ % of 1 above)		01	
5	Sub Total (1+2+3+4)			X ⁸
6	Service Tax @ 12.36% of (1+2+3+4)			Y ⁸
GRAND TOTAL				X⁸ + Y⁸

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		01	
2	**Bonus		01	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

P.T.O

H. MESSENGER & ATTENDANT :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 4,400.00*	04	Rs. 17,600.00
2	Employer's share of EPF @ 13.61 % of 1 above		04	
3	Employer's share of ESI @ 4.75 % of 1 above		04	
4	Commission & Administrative Charges (@ ____ % of 1 above)		04	
5	Sub Total (1+2+3+4)			X ⁹
6	Service Tax @ 12.36% of (1+2+3+4)			Y ⁹
GRAND TOTAL				X⁹ + Y⁹

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		04	
2	**Bonus		04	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

I. LIBRRIAN :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 9,300.00*	01	Rs. 9,300.00
2	Employer's share of EPF @ 13.61 % of 1 above		01	
3	Employer's share of ESI @ 4.75 % of 1 above		01	
4	Commission & Administrative Charges (@ ____ % of 1 above)		01	
5	Sub Total (1+2+3+4)			X ¹⁰
6	Service Tax @ 12.36% of (1+2+3+4)			Y ¹⁰
GRAND TOTAL				X¹⁰ + Y¹⁰

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		01	
2	**Bonus		01	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

P.T.O

J. GARDNER :

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	Monthly Wages	Rs. 4,400.00*	01	Rs. 4,400.00
2	Employer's share of EPF @ 13.61 % of 1 above		01	
3	Employer's share of ESI @ 4.75 % of 1 above		01	
4	Commission & Administrative Charges (@ ____ % of 1 above)		01	
5	Sub Total (1+2+3+4)			X ¹¹
6	Service Tax @ 12.36% of (1+2+3+4)			Y ¹¹
GRAND TOTAL				X¹¹ + Y¹¹

* Monthly wages includes Employee's share of ESI & EPF

Sl. No.	COMPONENT RATES	RATE PER ONE PERSON	NO. OF PERSONS	TOTAL AMOUNT
1	**Leave Salary		01	
2	**Bonus		01	

** To be claimed at the end of each year as per provisions stipulated in Contract Labour (R&A) Act,1970 & Bonus Act,1965

Evaluation (E) will be made based on the sum total of the quoted amount for all categories of persons mentioned above.

$$E = \sum [(X^1 + Y^1) + (X^2 + Y^2) + \dots + (X^{11} + Y^{11})]$$

I/We hereby declare that the above rates are "FIRM" and shall remain valid during the contract period and shall not be subject to any escalation. Further the rates quoted shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing and providing man power to the OPTCL.

Place :

Date :

SIGNATURE OF THE APPLICANT / BIDDER

DECLARATION FORM

To

Sir,

1. Having examined the above specification together with tender conditions referred to therein. I/ We the undersigned hereby declare the prices / rates quoted by us shall remain firm during currency of contract & shall not be subject to any escalation and the quoted rates shall be deemed to include and cover all costs, expenses & liabilities of every description and all risks of every kind to be taken in executing and completion of work.
2. I/ We undertake to abide by all the terms & conditions of the tender / job contract scrupulously.
3. I/ We hereby guarantee the particulars given in the tender supported with necessary documents from concerned authorities.

Signed this

Day

Year 2014

Signature of the Applicant / Bidder with seal of the firm

(This form should be duly filled up by the Bidder and submitted along with the original copy of the tender)