



**ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE GENERAL MANAGER: ELECT.
EHT (O&M) CIRCLE, JEYPORE-764001
PH. NO.06854-240088 / FAX-06854-241470.
Email: ehtm.cle.jpr@optcl.co.in
CIN: U40102OR2004SGC007553**

TENDER SPECIFICATION NO:-JPR-08/2015-2016

FOR

AMC FOR CLEANING, UP-KEEPING & SANITATION WORK OF VARIOUS OFFICE BUILDINGS, COURTYARD AND APPROACH ROADS, etc UNDER E.H.T. (O&M) CIRCLE, OPTCL, JEYPORE.

Request for online tender documents: - From dt-20.07.2015 (10.00 Hrs) to dt-10.08.2015(12.30 Hrs)

Issue of online tender documents (bid sheets):- From dt-20.07.2015 (10.01 Hrs) to dt-10.08.2015(12.31 Hrs)

Last date of submission of online tender: - Up to dt-10.08.2015 (15.00 Hrs)

Date of opening of Tender: - dt-11.08.2015 (11.30 Hrs)

COST OF TENDER PAPER: Rs 10,500.00 (including VAT @ 5%).

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(SECTION-1)

TENDER CALL NOTICE



ODISHA POWER TRANSMISSION CORPORATION LIMITED

OFFICE OF THE GENERAL MANAGER

EHT (O&M) CIRCLE, OPTCL, JEYPORE

CIN: U40102OR2004SGC007553

e-TENDER NOTICE NO. JPR-08/2015-16

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD General Manager, EHT (O&M) Circle, OPTCL, Jeypore, invites Tenders from reputed Bidders in **single** part bidding system for **AMC for Cleaning, up keeping & sanitation work of various Grid S/S, different office building, courtyard and approach roads, etc under EHT (O&M) Circle, Jeypore.** The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from **20.07.2015 (10.00 Hrs) up to 10.08.2015 (12.30 Hrs)**. Interested Bidder may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

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

**GENERAL MANAGER (Elec.)
EHT (O&M) Circle, Jeypore**



NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
e-TENDER NOTICE NO- JPR-08/2015-16
CIN: U40102OR2004SGC007553

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

<i>Sl. No</i>	<i>Tender Specification No.</i>	Scope of the contract	<i>Earnest Money Deposit in Rs.</i>	<i>Cost of Tender Specification document in Rs</i>	<i>Tender Processing Fee in Rs</i>	<i>Last date of submission & Date of opening of Tender.</i>
1	JPR- 08/2015-16	A. The contractor will attend the following work: 1. Sweeping of entire office room/Control room flooring once per day throughout the month 2. Cleaning of entire office room/ Control room flooring, veranda, corridor etc. once per day with surf water and phenyl through out the month with cleaning of spider nets from all corners and ceilings. 3. Cleaning of doors & windows (Glass/wooden & window railings etc.) everyday. 4. Cleaning of telephones and application of scented perfume as well as computer, FAX etc. should be cleaned properly daily. 5. Spraying of room freshener in the control room daily. 6. Cleaning of fixtures, light fittings & fans, air conditioner covers and any other wall mounted fittings such as single line diagram, key boards, notice boards etc. by	78879	10500	5700	up to dt- 10.08.2015 (15.00 Hrs) and 11.08.2015 at 11.30 hrs

		<p>applying Cohn & with marking clothes as per instruction of Engineer-in-charge of the s/s or office.</p> <p>B. The contractor will attend the following work:</p> <ol style="list-style-type: none"> 1. Cleaning & sweeping once per day of outside area of office/ Control room building up to a distance of 10 mtrs surrounding along with up-rooting of grass, weeds wherever necessary. 2. Cutting of small bushes & trees up to 10 mtrs surrounding of the office building as per instruction of Engineer-in-charge. 3. Cleaning of approach road as per the instruction of Engineer-in-charge <p>C. The contractor will attend the following work:</p> <ol style="list-style-type: none"> 1. Cleaning of bath-rooms once per day, toilets, tiles/floors along with adjacent area wherever required, wash basin, toilet pan, urinal pans, mirror glass, soap stand, hangers etc. with the application of harpic, scented phenyl & other detergent. 2. Naphthalene balls and Odonil should be regularly be supplied in the urinals once in a fortnight. 3. All washbasins and sinks should be cleaned, stains removed. 4. The water cooler waste tray should be cleaned with Vim etc. 				
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The bidders can view the tender documents from website free of cost.

The bidders who want to submit bid shall have to pay **Rs 10500/- (Rupees Ten thousand five hundred only non-refundable including VAT @ 5%)** towards the tender cost, in the form of Demand draft only, drawn in favour of EHT (O&M) Circle, OPTCL, Jeypore, at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall have to submit nonrefundable amount of **Rs. 5700/- (Rupees Five thousand seven hundred only)** towards the tender processing fee in the form of Demand draft, drawn in favour of K.S.E.D.C. Ltd, Payable at Bangalore. The said demand draft is to be submitted along with the EMD & tender cost at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft/Pay order towards EMD, Tender Cost and tender processing fee and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

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

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

Minimum qualification criteria of bidders: AS STIPULATED IN SECTION-II, (G.T.C.C) OF THE TENDER SPECIFICATION.

The Quantum of Work as in Table below:-

AMC of Cleaning, up keeping & sanitation work of various Grid S/S, different office building, under EHT (O&M) Circle, OPTCL, Jeypore.

Sl.No.	Name of the office	Control Room/ Office room area (Sq.mtr) (A)	Cleaning area of outside Control room and approach Road (Sq.mtr.) (B)	Different unit in nos.			
				W/C (Toilet)	Wash Basin	Urinal	Total No of units (C)
A	EHT (O&M) CIRCLE, JEYPORE	187	581	2	2	2	3
B	EHT (O&M) DIVISION, JAYANAGAR						
1	Division Office	312	580	1	-	-	1
2	Grid S/S JAYANAGAR	1116	2063	1	1	1	3
3	Grid S/S SUNASEDA	560	1628	1	-	1	2
4	Grid S/S TENTULIKHUNTI	310	777	1	-	1	2
5	Grid S/S BALIMELA	444	860	2	-	2	3
6	220 KV TL S/D, JAYANAGAR	65.52	0	1	-	1	2
7	132 KV TL S/D, JEYPORE	100	0	1	-	-	1
	TOTAL "B" (1+2+3+4+5+6+7)	2907.52	5908	-	-	-	14
C	EHT (O&M) DIVISION, THERUBALI.						
1	Division Office	463	940	1	1	2	3

2	Grid S/S THERUBALI	1120	3560	2	1	2	4
3	Grid S/S RAYAGADA	500	2500	1	1	2	3
4	Grid S/S AKHUSINGH	506	2000	2	2	2	4
5	Grid S/S PARLAKHEMUNDI	720	2000	2	2	2	4
6	Grid S/S, LAXMIPUR	1610	2849	4	5	2	7
	TOTAL "C" (1+2+3+4+5+6)	4919	13849	-	-	-	25
D	EHT (O&M) DIVISION, KESINGA,						
1	Division Office	152	512	1	1	1	2
2	Grid S/S KESINGA	510	1851	2	2	2	4
3	Grid S/S JUNAGARH	580	1640	1	1	2	3
4	Grid S/S KHAR1AR	320	1115	1	2	2	3
5	Grid S/S SAINTALA	275	1168	1	1	1	2
6	Grid S/S BHAWANIPATNA	453	1240	5	5	5	10
	TOTAL "D" (1+2+3+4+5+6)	2290	7526	-	-	-	24
E	E& MR DIVISION, RAYAGADA						
1	Division Office	385.12	665.12	1	1	2	3
	GRAND TOTAL (A+B+C+D+E)	10688.64	28529.12	-	-	-	69

N.B Each W/C shall be taken as 1 unit, 2 urinals as 1 unit, & 4 wash basins as 1 unit.

**GENERAL MANAGER (Elec.)
EHT (O&M) Circle, Jeypore.**

(SECTION-II)

INSTRUCTION TO BIDDER

1. Submission of Bids: -

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

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under IT Act / Service tax Act.

1. For all the users it is mandatory to procure the Digital Signatures.
2. Contractors / Vendors / Bidders / Bidders are requested to follow the below steps for **Registration**:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of Rs. **2280/-** through DD in Favour of **KSEDC Ltd.** Payable at Bangalore. This registration is valid for one year.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is being done the e-tender user id will be enabled.
3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate) 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.
5. 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.
 - Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the 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.
7. 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
8. Tender Opening event can be viewed online.
9. Competitors bid sheets are available in the website for all.
10. **For any e-tendering assistant contact help desk number mentioned below.**
- **Bangalore – 080- 40482000.**
 - **Odisha – 9937140591**

2. Division of Specification.

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|-----------------|---|
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The Bidders are required to submit the tenders in single part

3. Purchaser's Right Regarding Alteration of Quantities Tendered:- The Purchaser may alter the quantities of work at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one bidder for any particular item, if considered necessary in the interest of the OPTCL.

4. Purchaser's right to accept/reject bids:- The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances.

5. Mode of submission of Tenders:-

- [A] Tenders shall be submitted in electronic mode only.
(www.tenderwizard.com/OPTCL)
- [B] **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

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

The earnest money deposit shall be furnished in shape of **Bank Draft**: -To be drawn in favour of EHT (O&M) Circle, OPTCL, Jeypore, payable at Jeypore.

NOTE:-

- (i) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- (ii) In the case of un- successful tenderer, the EMD will be refunded after finalization

of the tender. In the case of successful Tenderer, this will be refunded only after award of contract & on submission of BG/DD as security deposit.

- (iii) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (iv) EMD will be forfeited if the tenderer fails to accept the purchase order and/or work order issued in his favour or to execute the order, placed on them.
- (v) Tenders not accompanied by Earnest Money shall be disqualified.

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

8. PRICE: - The bidders are advised to quote their rate as per the price schedule attached with this specification and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender. However Service tax will be paid extra as per Govt. Prevailing rule.

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

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

10. Documents to Accompany Bids:-

Tenderers are required to submit tenders in the following manner:

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

11. Conditional Offer:- Conditional offer shall not be accepted.

12. Qualification of Bidder:-

The bidder must have the following documents to qualify.

- i) Service Tax Registration Certificate from the Central Excise Dept.
- ii) Valid PAN/ TIN.
- iii) Labour License.
- iv) Experience Certificate.
- v) Upto date Service Tax Clearance Copy.

13. CONSIGNEE:- The unit Head of the Sub-Divisions/Estimators, in charge of Divisions/Head Clerk of EHT (O&M) Circle office, Jeypore is the consignee for the respective Sub-Divisions/Divisions/Circle office for which contract to be issued to the Contractor for above work.

14. PAYING OFFICER:- The unit head of EHT (O&M) Division, Jayanagar/ Therubali/ Kesinga, E & MR Division, Rayagada is the paying officer for the respective Sub-division under his division including his own office & the unit head of EHT (O&M) Circle, Jeypore is the paying officer for EHT (O&M) Circle for the contract to be issued to contractor for above work.

15. General: -

- (i) The tenderers can offer their bids for the entire unit.
- (ii) The tender paper cost (Form fee) for an amount of Rs. 10,500/- is to be paid by the tenderer.
- (iii) The tender processing fee for an amount of Rs. 5, 618/- is to be paid by the tenderer.
- (iv) The EMD amount is to be paid by the tenderer as mentioned in the detail tender Notice.
- (v) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (vi) Notice inviting tender shall form part of this specification.
- (vii) The EMD, if any, shall be returned to the unsuccessful bidders.
- (viii) It should be distinctly understood that the price bid shall contain only Details/documents relating to price, as mentioned herein above.
- (ix) **The tenderer must submit the EMD amount, cost of tender document and Tender processing fee in a sealed cover envelope super scribing the tender specification number, Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.**

**GENERAL MANAGER (Elec.)
EHT (O&M) Circle, Jeypore.**

SECTION-III

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

1.0 Scope of the contract:

A. The contractor will attend the following work:

1. Sweeping of entire office room/Control room flooring once per day throughout the month
2. Cleaning of entire office room/ Control room flooring, veranda, corridor etc. once per day with surf water and phenyl through out the month with cleaning of spider nets from all corners and ceilings.
3. Cleaning of doors & windows (Glass/wooden & window railings etc.) everyday.
4. Cleaning of telephones and application of scented perfume as well as computer, FAX etc. should be cleaned properly daily.
5. Spraying of room freshener in the control room daily.
6. Cleaning of fixtures, light fittings & fans, air conditioner covers and any other wall mounted fittings such as single line diagram, key boards, notice boards etc. by applying Cohn & with markin clothes as per instruction of Engineer-in-charge of the s/s or office.

B. The contractor will attend the following work:

1. Cleaning & sweeping once per day of outside area of office/ Control room building up to a distance of 10 mtrs surrounding along with up-rooting of grass, weeds wherever necessary.
2. Cutting of small bushes & trees up to 10 mtrs surrounding of the office building as per instruction of Engineer-in-charge.
3. Cleaning of approach road as per the instruction of Engineer-in- charge

C. The contractor will attend the following work:

1. Cleaning of bath-rooms once per day, toilets, tiles/floors along with adjacent area wherever required, wash basin, toilet pan, urinal pans, mirror glass, soap stand, hangers etc. with the application of harpic, scented phenyl & other detergent.
2. Naphthalene balls and Odonil should be regularly be supplied in the urinals once in a fortnight.
3. All washbasins and sinks should be cleaned, stains removed.
4. The water cooler waste tray should be cleaned with Vim etc.

2. Deployment of Personnel

The workmen engaged are to be issued with ID cord. A supervisor is to be engaged to supervise to work .Adequate and proper personnel as required should be arranged during any emergency apart from the regular personnel available at specified sites. In case the workmanship of any deployed personnel is found unsatisfactory and reported, the person will be replaced immediately. It is the responsibility of the contractor to depute substitute staff for the earmarked staff

if found remaining absent from the duty.

One complaint registers is to be maintained for each Grid Sub-Station & office, you shall maintain the attendance registers for the staff deployed which the shift engineer of the grid substation, OPTCL will periodically check. A deployment chart for each month is to be furnished by you. A deployment chart for each month is to be furnished by you. In case the performance is found unsatisfactory, the contract will be terminated on serving one month's notice from OPTCL side.

The regular up-keep, cleaning and sanitation work should be taken up before 9.00 AM in the morning daily. Unless emergency arises no such work should be taken up during office hours i.e. from 10.00AM to 5.00PM. Besides, the sanitation service should also be available on holidays. Minimum persons are to be deployed in the following manner.

Inside building

Upto 500Sqmt. 2 persons

Upto 1000Sqmt. 3 persons

Above 1000Sqmt. 4 persons

3. Supply of materials:-

The supply of materials required for day-to-day maintenance should be good quality and reputed make. No extra amount will be paid towards transportation handling, storage and overhead expenses.

- 4. a)** The price should be firm and breakup for each item should be furnished along with the bid
- b)** EPF & ESI: It is your responsibility to deposit EPF and ESI of personnel engaged for the work by you.
- c)** Liability for Workman's compensation, if any shall be borne by you and OPTCL shall not have any liability what-so-ever in this regard.

5. Wages & Bonus:

All the employee engaged in this office should get wages as per minimum wages rules of Govt. of Odisha.

6. Uniform:

A good looking uniform with identity card should be provided to all employees for easy identification.

7 Submission of documents:

Xerox copy duly attested of updated documents in support of IT, EPF, & ESI should be submitted along with the bid.

8. Rejection of materials:

Any substandard work noticed by the field office & in case non respond to the correspondences to the communications of field officer in this regard, the agreement will be liable for cancellation & forfeiture of EMD thereof.

9. Definition of terms:

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.1 "The Purchaser" shall mean the General Manager, EHT (O&M) Circle, Jeypore for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.

2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the Purpose of this contract.

2.3 "Purchaser"s Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

2.4 "The Contractor" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder"s executives, administrators, successors and permitted assignees.

2.5 "Equipment" shall mean and include all machinery, apparatus, materials, articles to be provided under the contract by the Contractor.

2.6 "Contract Price" shall mean the sum named in or calculated the bid.

2.7 "General Condition" shall mean these General Terms and Conditions of Contract.

2.8 "The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules .

2.9 "Month" shall mean "Calendar month".

2.10 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.

For the purpose of this specification and General Terms and Conditions of contract (GTCC), the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.11 "FOR Destination costs" shall mean the cost at our work site. The cost is inclusive of all taxes & duties etc. , but excluding Service tax.

2.12 The term "Contract document" shall mean and include GTCC, specifications, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.

2.13 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.

10. **Manner of execution:-**

The work awarded should be executed to the full satisfaction of the owner asked & as per direction of the field in charge.

11. **Experience of Bidders :-**

The Bidders should furnish information regarding experience particularly on the following points:

- a. Name of work
- b. A list of work orders executed during the last three years along with user's Certificates.

12. **Language and measures:-**

All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions or any other

writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

13. **Right to reject/accept any tender:-**

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the OPTCL. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The owner has exclusive right to alter the quantities of work at the time of placing final work order. It may be clearly understood by the tenderer that the owner need not assign any reason for the above action(s).

14. **Contract Period:-**

The period of contract shall be for duration of 24 months from the date of issue of work order. However the work order shall be issued for 12 months in first phase, and after getting satisfactory performance from the field offices the same shall be extended for another 12 Months.

15. **Execution of the work:-**

The works awarded should be commenced from 15 days of the award of the contract and throughout for one year from the date of issue of work order. Also time being essence of the contract, the cleaning works shall be completed in time so as to keep the S/S & office of Sub-Division, Division, Circle office cleaned at any time as specified in the contract.

16. **Contractor's Default Liability**

i) The owner may, upon written notice of default to the contractor, terminate the contractor in circumstances detailed hereunder.

ii) If in the judgment of the owner, the contractor fails to execute the entrusted work satisfactorily within the time specified in the contract or within the period for which extension has been granted by the owner in writing in response to written request of the contractor or

iii) If the judgment of the owner, the contractor fails to comply with any of the provision of this contract.

17. **Force Majeure:-**

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Contractor shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

18. **Extension of time:-**

If the Completion of work is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the owner in writing of his claim for an extension of time. The owner on receipt of such notice may or may not agree to extend the contract period date as may be reasonable but without prejudice to other terms and conditions of the contract.

19. Security deposit against 100% payment:

The bidders whose offer qualifies for acceptance will be awarded work order for execution of the work and the bidder shall have to deposit security amount equal to 10 % (ten percent) of contract value for one month in shape of bank draft drawn in favour of respective paying officer of OPTCL and this security amount renewed in every month up to expire/ cancel of the contract. The security deposit shall be released after contract period is over on receipt of application for purpose. No interest shall be paid to the bidder towards the security deposit with the respective applying officer of OPTCL with making an agreement prior to commencement of work. In case on Non fulfillment of contractual obligation by the bidder, the same so deposited shall be forfeited without notice to the bidder. The security deposit should be submitted separately in for each Division wise/ circle wise.

Or

The successful bidder has to submit a Composite Bank Guarantee for 10% value of the work order in favour of respective paying officer of OPTCL & valid for 18 months from the dated of award of work order. The same should be strictly as per the proforma enclosed here with.

No interest is payable on any kind of Bank Guarantee.

In case of non-fulfillment of contractual obligation as required in the detailed work order/specification, the composite Bank Guarantee shall be forfeited.

20. Terms of Payment:-

The full 100% (one hundred percent) payment for full month work (or fraction of payment as per actual days' work) will be made in monthly billing basis by the paying officers in each month and after receipt of verification report form shift Engineers duly countersigned by SDO grid Sub-Station in case of Grid S/S and in case of Division/ circle the bill will be paid after receipt of verification report form consignee duly countersigned by unit head subject to submission & acceptance. The bill should be submitted separately in for each Division wise/ circle wise.

21. Recovery from the contractor:-

Full costs for the damages, caused to equipment/materials during execution of work will be recovered from the monthly bills/ or by encashment of their security deposit (if required). The bill will be paid as per actual days working by the worker. In Sunday & holidays, the work or attendance of worker shall supervised by security personnel deployed in the division office, circle office or any employee authorized by the unit head in absence of consignee as per requirement.

22. Penalty for Delay in Completion of Contract:-

If the contractor fails to provide service as per contract, an amount of twice the calculated daily billed amount for the period, will be recovered from the monthly bills or Forfeit of security Deposit (if required) of the contractor. The unsatisfactory performance for a period of continuous two months or more than on month in a quarter will be liable for termination of contract with forfeiture of security deposit of that particular unit.

23. Contractor's Responsibility

a) Not withstanding anything mentioned in the specification or subsequent approval or acceptance by the owner, the ultimate responsibility for satisfactory

performance in keeping the allotted portions shall rest with the Tenderers.

b) Clear-cut instructions to be issued to the persons deployed regarding their working place which is EHV premises.

c) The contractor should be completely responsible for any electrical accident met by the deployed personnels due to their negligence during execution of work as per prevailing Labour Act, Odisha.

24. EVALUATION & COMPARISON OF BIDS:-

Weightage shall be given to the following factor in the evaluation & comparison of bids.

a) Past track records in AMC work of similar work done to other utilities other than OPTCL.

b) Track record in performance of similar work done to other utilities other than OPTCL.

c) Deviation in the bid vis-s-vis in the stipulation in the bid specification both in technical and commercial.

d) In comparing bids and in making awards, the purchaser may consider such factor as compliance, with specification, relative quality & adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/ equipments earlier supplied, ability to furnish repairs and maintenance service, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

25. Jurisdiction of the High Court of ODISHA:-

Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of ODISHA extends.

26. Correspondences:-

i) Any notice to the Contractor under the terms of the contract shall be served by Registered/Speed Post or by hand at the Contractor's Principal Place of Business.

ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

iii) The address with telephone no. should be given for immediate contact in case of any problem & negligence or emergency duty.

27. Official Address of the Parties to the Contract

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

[i] **Purchaser:** General Manager, (Elec), EHT (O&M), Circle, OPTCL, Jeypore (Odisha).

Telephone No. 06854-240088

FAX No. 06854-241470

Email id:- ehtm.cle.jpr@optcl.co.in

[ii] **Contractor:**Address

Telephone No.

Fax No.

28. Outright Rejection of Tenders:-

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

- [i] The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the date and time of opening of the bid.
- [ii] The Tender shall not be submitted telegraphically or by FAX.
- [iii] The prescribed EMD shall be submitted on or before the last date and time of submission of the bid.
- [iv] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender..
- [v] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- [vi] The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- [vii] For any warning for unsatisfactory works taken up or termination of agreement for similar works by OPTCL.

29. Validity:-

Prices and conditions contained in the offer should be kept valid for a minimum period of 27 months from the date of opening of the tender, failing which the tender shall be rejected.

30. SAFETY PRACTICE:-

The Bidder must be followed the OPTCL safety Rule while performing the work. The workmen must be provided Safety Helmet, safety belt, safety shoe, etc. by the contractor while performing the works.No deviation will be allowed and the consignee has got any power to stop the work at any time or the beach of safety practical.

31. SERVICE TAX REGISTRATION No., PAN CARD:-

Scanned copies of PAN, Service Tax Registration No. valid on the date of opening of tender should be uploaded along with tenders, falling which the tender will be rejected. The contractor or their authorized representatives should produce the original documents for verification within 10 days from the date of opening of tender. Those who fail to produce the same and found not to be valid at the time of verification, their tenders will be rejected.

**GENERAL MANAGER (Elec.)
EHT (O&M) Circle, Jeypore.**

SECTION-IV
[LIST OF ANNEXURES]

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

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II	ANNEXURE-II
3	Bidders information	ANNEXURE-III

ANNEXURE - I
DECLARATION FORM

To

The General Manager (Elect:)
EHT (O&M) Circle, OPTCL
Jeypore.

Sub: - Tender Specification No-_____

Sir,

1. Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer to take up the painting work including supply of materials , labour charges & T&P etc. in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
 2. * I / We hereby undertake to have completed the work within the time specified in the Tender.
 3. * I / We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
 4. * I/We certify to have submitted the bid electronically by remitting *cash/money order /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. Dated,
 5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-11 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.
- Signed this day of 2015

Yours faithfully

Signature of the Tenderer

With seal of the company

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

* (Strikeout whichever is not applicable).

ANNEXURE-II

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

1(a)	Cost of Tender Document: NEFT/DD details& Date.	
1(b)	Earnest money furnished. NEFT/DD details& Date.	
1(c)	Tender Processing Fee: NEFT/DD details& Date.	
2	Whether scanned copy of Labour License furnished	Yes/No
3	Whether scanned copy of PAN/TIN card furnished.	Yes/No.
4	Whether scanned copy of Service Tax Regd. No. furnished.	Yes/No.
5	Contractor's work experience including user's certificate furnished	Yes/No
6	Scope of work: Whether agreeable to OPTCL's desired Scope of work as indicated	Yes/No
7	Contract Period: -Whether agreeable to OPTCL's terms. [As per clause-14 of Section-III]	Yes/No
8	Whether agreeable to furnish Security Deposit/Composite B.G. in case his tender be successful [As per clause-19 of Section-III]	Yes/No
9	Terms of payment:- Whether agreeable to OPTCL's terms [As per clause-20 of Section-III]	Yes/No.
10	Nature of price:- FIRM	Yes/No
11.	Penalty:- Whether agreeable to OPTCL's terms (As per clause-22 of Section-III)	Yes/No
12.	Validity: - Whether agreeable to OPTCL's terms [As per clause-29 of Section-III]	Yes/No
13.	Whether declaration form duly filled in furnished.	Yes/No.

ANNEXURE-III

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY

DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day
of _____ 2015 by us the
_____ Bank at _____
P.O. _____ P.S. _____
District _____ State _____

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. _____ Date _____] [hereinafter called "The Agreement"] on M/s. _____ [Hereinafter called "The Contractor"] which shall include its successors & assigns for execution of the work.

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

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

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

2. We the (_____Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____
[Rupees_____]

3. We the _____ Bank} also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4 We, (_____Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till General Manager , E.H.T.(O&M) Circle,OPTCL, Berhampur, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [s] and accordingly discharges this Guarantee.

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

5. We,(_____Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the

said Contractor [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.

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

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

8. We the _____ Bank further agree that this guarantee shall also be invoked at our place of business at Berhampur(indicate the name of the branch) in the state of ODISHA. Not with standing anything contained herein.

1) Our liability under this bank guarantee shall not exceed Rs. -----
----- (Rupees-----).

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----
branch at Berhampur a written claim or demand on or before dt.-----
-----.

Dated _____ Day of _____

For _____

[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

ANNEXURE-IV (BIDDER'S INFORMATION)

SL NO	The bidder shall furnish general information in the following format	
	NAME OF THE BIDDER	
1	Address:-	
2	City	
3	Pin Code	
4	Contact person's Name :-	
5	Telephone No. office & Residence:-	
6	FAX No:-	
7	EMAIL:-	
8	SERVICE TAX REGISTRATION NO.	
9	PAN NO.	

SECTION-V

PRICE BID

1. PRICE:

- (i) Bidders are required to quote their price(s) as 'FIRM'.
- (ii) The prices quoted shall be unit price for work including supply of required materials as per the tender specification at the consignee's site/store inclusive of all taxes and duties but excluding service tax.

2. PROPER FILLING UP OF THE PRICE SCHEDULE:

The tenderer should fill up the price schedule properly and in full in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

3. The Bidder must fill the price bid for complete work.

GM-EHTM-JPR-08/2015-16

Work: AMC of Cleaning, up keeping & sanitation work of various Grid S/S, different office building, Under EHT (O&M) Circle, OPTCL, Jeypore.