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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: Janpath: Bhubaneswar

OFFICE OF THE EXECUTIVE DIRECTOR, WESTERN ZONE, BURLA

At/Po-Burla, PG Chowk, Dist- Sambalpur-768017,

Email id- zone.burla@optcl.co.in

e-Tender Notice No:

ED-WZ-BURLA- JHULLA&TOWER CLIMBER/03/2023-24

e-Tender Specification No. :

ED-WZ-BURLA- JHULLA&TOWER CLIMBER/03/2023-24

**TENDER DOCUMENT FOR
PROVIDING SERVICES OF SKILLED MANPOWER ON CONTRACT
(OUTSOURCED) BASIS AT GRID S/S & LINES UNDER E.H.T (O&M) CIRCLE,
BURLA& E.H.T (O&M) CIRCLE, BALANGIR**

For further details, please visit:

Official e-Tender portal of OPTCL

www.tenderwizard.com/OPTCL

&

Official website : www.optcl.co.in



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Office of Executive Director, Western Zone, Burla, OPTCL invites bids (in e-Tendering mode only) under two part bidding system from the reputed Firms / Agencies for providing services of skilled manpower on contract basis for E.H.T (O&M) Circle, Burla & E.H.T (O&M) Circle, Balangir for 01 year initially, which may be extended by another 01 year subject to satisfactory performance of the service provider 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 Rs. **14,160/- (Rupees Fourteen Thousand One Hundred Sixty Rupees) only inclusive of GST@18%** in the form of Demand Draft/Pay Order drawn in favour of the Executive Director, Western Zone, Burla & payable at Burla and the same is to be submitted to the office of undersigned on or before the last date of opening of tender.
2. The bidders shall have to submit the non-refundable tender processing fee of **Rs.5, 900/- inclusive of GST@18% (Rupees Five Thousand Nine Hundred) only** 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, Net Banking)
3. The bidder (s) shall have to submit the bid Security (EMD) of Rs.2,00,398/- only (Rupees Two Lakhs Three Hundred Ninety Eight only) in shape of Demand Draft drawn in favour of the Executive Director, Western Zone, Burla & payable at Burla or irrevocable Bank Guarantee (as per the prescribed format enclosed at Annexure – F)
4. The bidder (s) shall scan the Demand Draft towards Tender Cost, Proof of payment of Tender Processing Fee and Demand Draft / Bank Guarantee towards Bid Security (EMD) and shall upload the same in the prescribed attachment in .gif or .jpg format in addition to submitting the original to the undersigned on or before the scheduled date and time for opening of Technical Bid.

5. 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”.
6. Any clarifications regarding the scope of work and technical features of the tender can be heard from the following officer on any working day during office hours (10.00 hrs to 17.30 hrs):

Mr Rajesh Kumar Sahu, DM (HRD) – 9438908261

N.B: -All subsequent addendums / corrigendum to the tender shall be hosted in the OPTCL’s website:www.optcl.co.in and e-tender portal: www.tenderwizard.com/OPTCL only.

**Executive Director,
Western Zone, Burla**



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TENDER SCHEDULE FOR

PROVIDING SERVICES OF SKILLED MANPOWER ON CONTRACT (OUTSOURCED) BASIS

Sl No	Particulars	Remarks
1	Works Name	Providing services of skilled manpower on contract (outsourced) basis at Grid S/S & Lines under E.H.T(O&M) Circle, Burla & E.H.T(O&M) Circle, Balangir
2	Tender Notice No. / Specification No.	ED-WZ-BURLA-JHULLA&TOWER CLIMBER/03/2023-24
3	Period of requirement	The period of contract shall be for 01 year which may be extended for another 01 year subject to satisfactory performance.
4	Estimated Cost of the Work. (IN INR)	Rs 2,00,39,718 /-including 18% GST per annum (Rupees Two Crores Thirty Nine Thousand Seven Hundred Eighteen) only
5	Cost of Tender documents (IN INR)	Rs. 14,160/- (Rupees Fourteen Thousand One Hundred Sixty) only inclusive of GST@18% in the form of Demand Draft/Pay Order drawn in favour of the Executive Director, Western Zone, Burla & payable at Burla (non-refundable)
6	Tender Processing fees.	Rs.5,900/- inclusive of GST@18% (Rupees Five Thousand Nine Hundred) only 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 through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).(non-refundable)
7	Bid Security for the Work i.e Earnest Money Deposit (in INR) in form of Demand Draft or Bank Guarantee	Rs.2,00,398/- only (Rupees Two Lakhs Three Hundred Ninety Eight only) in shape of Demand Draft drawn in favour of the Executive Director, Western Zone, Burla & payable at Burla or irrevocable Bank Guarantee (as per the prescribed format enclosed at Annexure – F)
8	Request for Online Bid Document	From Dated.- 30.11.2023 To Dated- 14.12.2023
9	Issue of Online Bid Document	From Dated.- 30.11.2023 To Dated- 14.12.2023 upto 5.30 PM
10	Last date and time of submission of bid	14.12.2023 upto 5.30 PM
11	Date and time of opening of Technical Bid (Part-I)	Dated – 15.12.2023 at 12.30 PM onwards
12	Date and time of opening of Price Bid (Part-II)	Will be intimated through online to the responsive bidder(s) through the e-tender portal.

**EXECUTIVE DIRECTOR,
WESTERN ZONE, BURLA**



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

Part – I

- SECTION-I : CALCULATION OF EMD @ 1% OF THE ESTIMATED COST**
SECTION-II : SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS
SECTION-III : TECHNICAL BID

Part - II

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



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Sec-I	Calculation of EMD Circle wise @ 1% of the Estimated Cost	7
Sec-II	Scope of work and general instructions to Bidders	8-15
Sec-III	Technical Bid including Forms to be submitted along with the Bid	16- 25
PART-II		
Sec-IV	Price Bid & Financial Proposal Submission Form	26 – 28
Sec-V	Terms and Conditions	29- 41
Sec-VI	Documents to be submitted by the successful bidder / agency before deployment of outsourced personnel	42
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Part- I

SECTION-I

SCOPE OF WORK

Lot No.	Tender Specification No.	Name of the Circle under which deployment is to be made	No. of Jhulla person	No. of Tower climber	Total	Earnest Money Deposit in Rs.
1	e-Tender Specification No. ED-WZ-BURLA-JHULLA & TOWER CLIMBER/03/2023-24	E.H.T(O&M) CIRCLE, BURLA& E.H.T(O&M) CIRCLE, BALANGIR	20	60	80	Rs.2,00,398/- only (Rupees Two Lakhs Three Hundred Ninety Eight only) in shape of Demand Draft drawn in favour of the Executive Director, Western Zone, Burla & payable at Burla or irrevocable Bank Guarantee (as per the prescribed format enclosed at Annexure – F)

SECTION –II

The Office of Executive Director, Western Zone, Burla, OPTCL invites recognized, registered, well established and financially sound Manpower Service Provider for providing skilled manpower (Jhulla Man & Tower Climber) on contract (outsourced) basis at Grid S/S & Lines under E.H.T(O&M) Circle, Burla & E.H.T(O&M) Circle, Balangir.

1. The period of contract shall be for duration of 01 year from the date of agreement. However the work order will be issued for 01 year basing on the satisfactory performance of the service provider 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 or because of change in the Corporation's requirements. **The agreement is terminable by giving two months' notice from either side during the period of engagement.** In the event of such termination of the contract, the firm/ manpower service provider shall only be entitled for the amount for services actually provided under the contract till the termination of the contract, subject to deduction, if any, under the terms of contract. No other claims can be allowed or considered.
2. OPTCL has tentative requirement for skilled Manpower. The requirement may increase/decrease as per requirement of the Corporation.
3. **(A) SPECIFICATION OF PERSONNEL TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER**

- i. Should have possessed minimum Physical Standards.
- ii. The minimum age limit of the personnel to be deployed by the Manpower Service Provider should be within the age group of 18 years to 35 years as on date of deployment.
- iii. The person to be employed shall have valid electrical workman permit, issued by competent licensee-issuing-authority to perform the emergency/ maintenance work in the respective Circles/ Divisions and all other places as required by the instructions of the OPTCL. When there is no emergency work; they are to perform the other maintenance work as assigned to them.

The emergency/ normal nature of works defined below :-

- i. Repair/ maintenance of over headlines with Jhulla arrangement.
- ii. Erection/ Repair of tower by climbing upto the top of the tower. Stringing of conductor and jumpers including replacement of insulators, clamps and connectors.
- iii. Normal/ emergency nature of works relating to S/S equipment viz- TRF, CB, CT, PT &

LA etc. & other miscellaneous work including cleaning of switchyard as directed by OPTCL authority.

- iv. The person who can crawl over the conductor/ insulator stringing in overhead line with safety measure such as with a Jhulla (with proper PPE i.e. Safety belt being tied to his waist and wiring safety helmet, hand gloves & Safety shoes etc).and also can do the work by sitting over it & can climb to the top of the tower (400kV/220kV/132kV) and do tower assembly work upto the peak portion of the tower.
- The successful bidders are to demonstrate the fitness of the personnel prior to deployment for the above works.

(B) OPTCL SHALL VERIFY THE SUITABILITY OF THE CANDIDATES BEFORE DEPLOYMENT OF MANPOWER BY SERVICE PROVIDER / AGENCY.

- i. The Personnel deployed will be supplied ISI marked PPE (Personal Protective Equipment) at the cost of the service provider/agency.
- ii. List of Manpower short listed by the Firm for deployment containing full details i.e. Name, Father's name, date of birth, marital status, address, educational qualification etc. shall be submitted.
- iii. Copies of certificates about required qualifications of individual persons shall be submitted by the Agency before deployment.
- iv. 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.
- v. The identity card for the personnel to be deployed shall be issued by the service provider/agency.

4. 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.**

5. Price:

The price quoted should be firm in respect of service charges, while the minimum wages for highly skilled & skilled category along with other statutory dues shall be changed subject to change in rates by Govt. of Odisha from time to time during the contract period 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.**

6. Duration of Contract:

The period of contract shall be for duration of 01 year from the date of agreement. The work order may be extended for another 01 year based on the satisfactory performance of the service provider. The Management of OPTCL, reserves the right to terminate the contract by giving **Two months' Notice** to the selected Firm / Agency (s).

7. Eligibility Criteria of Bidders:

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

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.

<u>Technical Criteria</u>	
Description of Criteria	Required Supporting Document
(i) The bidder shall have valid HT/EHT Electrical contract license and necessarily be a legally valid entity, with minimum 3 (three) years of experience in providing similar services in the last seven years by the last date of submission of 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. Attested copy of HT/EHT Electrical Contract License.
(ii) The Bidder must have 3 (three) years experience in providing similar services in Government Departments, Public Sector Undertaking, reputed corporate house and Autonomous body etc.	Copy of supporting work order, completion certificate as applicable along with copy of labour license (in Form-VI) under the CL (R&A) Act 1970 in support of engagement & duly filled Data sheet as per Form T4.
(iii) 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.
(iv) 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-C. Undertaking needs to be provided in letter head of bidder.
(v) The Registered office / Branch office of the Service provider must be located within the jurisdictional area of Corporate Office/Zonal Offices of OPTCL.	Valid address proof of the office.
<u>Financial Criteria</u>	
(vi) The Bidder must have their own Bank Account	Attested supporting Documents
(vii) The Bidder must be a regular IT return Filer, Copy of IT Returns Acknowledged,	Duly attested supporting documents.
(viii) The Bidder must have minimum average turn-over (MAAT) of 2.96 Cr for last 3 consecutive years.	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.
(ix) 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.
(x) The Bidder has to submit their Solvency Certificate	Certificate obtained from the respective Revenue Officer/ Scheduled Commercial Bank regarding credit facility.
(xi) The Bidder must duly authorize their signatory.	Power of attorney / authorizations must be enclosed along with the tender.

8. (A) 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 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 mentioned below.**

Bangalore – 080-40482000.

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

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

(B) Tender shall be in Two Parts

The Bidders are required to submit their bid in two parts i.e. Part-I (Technical) and Part-II (Price Bid).

(C) Eligibility for Submission of Bids:

Only those service providers who have deposited the cost of tender specification & fulfils eligibility criteria as laid down in **point 7 of Section-II** are eligible to participate in the tender.

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

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

- I. Cost of tender paper in shape of demand draft / pay order only.
- II. EMD amount in shape of Bank Draft or Bank Guarantee (in Annexure- F)
- III. Attested copy of registration certificate of Agency /Firm /Company.
- IV. Certified copy of the statement of bank account of agency for the last three years;
- V. Attested copy of PAN / GIR Card;
- VI. Attested copy of the latest IT return filed by agency;
- VII. Attested copy of GST registration certificate;
- VIII. Attested copy of the E.P.F. registration letter / certificate;
- IX. Attested copy of the E.S.I. registration letter / certificate;
- X. Certified documents in support of the financial turnover of the agency;
- XI. Certified documents in support of entries in para 13 of Technical Bid

- XII. 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.
- XIII. Annexure D, E and F.(if in form of BG)
- XIV. Performance certificate obtained from any offices of OPTCL (If the agency has supplied skilled manpower to OPTCL earlier)
- XV. Power of Attorney/authorization for signing the bid documents (in Form-T3).
- XVI. 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 –‘C’)
- XVII. Letter of application on the Bidders letter head in Form-T1.
- XVIII. Information about the Bidder in Form-T2.
- XIX. Experience of similar work in Form-T4
- XX. Existing commitments in Form-T5.
- XXI. Anti-collusion certificate in Form T-6.
- XXII. Financial capabilities of the Bidder in FormT-7.

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

The Bidders are required to submit the price Bid in the prescribed format as in section IV.

(F) Earnest Money Deposit:

- i. Earnest Money Deposit @ 1% of estimated value shall be deposited / submitted on or before the last date and time of submission of tender. Tenders without the required E.M.D. will be summarily rejected.
- ii. The Earnest Money Deposit shall be furnished in one of the following forms subject to the conditions mentioned below:
 - a) Bank Draft: To be drawn in favor of the Executive Director, Western Zone, Burla & payable at Burla.
 - b) Bank Guarantee from any nationalized/scheduled Bank strictly as per enclosed Performa vide Annexure-F to be executed on non-judicial stamp paper of appropriate value to be accompanied by the confirmation letter of the issuing Bank.

Note:

- i. The validity of the E.M.D. in shape of Bank Guarantee shall be 240 days from the date of opening of tender (Technical Bid), failing which the tender will be liable for rejection. No interest shall be paid on the Earnest Money Deposit.
- ii. No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with the OPTCL.
- iii. In the case of un-successful Bidder the Earnest Money will be refunded immediately after finalization of tender. In the case of successful bidder, EMD will be refunded only after furnishing of security money. Suits if any, arising out of this Clause shall be filed in a Court of law to which the jurisdiction of Hon'ble High court of Odisha extends.

- iv. Earnest Money will be forfeited if the bidder fails to accept the letter of intent and/or work order issued in his favor & fails to deposit security money.

(G) Conditional Offer:

Conditional offer shall not be accepted.

(H) Opening of Bids

- i. The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in presence of the Bidders or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Bidders shall be allowed 7 days' time for submission of such clarifications.

On receipt of technical clarification the bids shall be reviewed / evaluated and the bids **not in conformity with the technical Specification/qualifying experience shall be rejected**. If any of the technical proposals require 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 7 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 Bidders, whose bids 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 Bidders.
- 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 Bidder.
- v. For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

(I) Management's Right to Reject Bids:

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

(J) Security Deposit:

The successful Bidder will have to deposit a Security Deposit @ 5% of the contract value for each Lot in shape of Demand Draft or Pay Order/ Bank Guarantee (B.G) issued by any scheduled Bank in favor of the ED, Western Zone, Burla covering the contract period with a claim period of additional two more months. The same shall be submitted by the agency during office hour at Office of E.D, Burla, OPTCL.

(K) The rates of wages to be paid to the Skilled Manpower personnel (Jhulla & Tower Climber) 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.

(L) 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.

(M) (i) 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 by the Govt. of Odisha.

(ii) In the event of revision of minimum wages & statutory dues by the appropriate Govt. 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 pay/ deposits at such higher rate such differential amount arising out of revision of minimum wages/ statutory dues shall be reimbursed by OPTCL subject to submission of claim duly witnessed by the authorized representative of the Principal Employer & supporting documentary evidence.

(N) Evaluation of Bid: - The Tender shall be evaluated at the Office of ED, WESTERN ZONE, BURLA and the job may also be split among more than one Bidder 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.

SECTION-III
TECHNICAL BID

e-Tender Specification No. :

ED-WZ-BURLA- JHULLA & TOWER CLIMBER/03/2023-24

1. Name of the Bidder :
2. Details of Earnest Money Deposit : DD No. _____ Date _____
Of Rs. _____ drawn on Bank _____
1. Name of the Proprietor / Partner/
MD/Director : _____
4. Full Address of Registered : _____
Office of the Bidder _____

Telephone No.: _____
FAX No. : _____
E-Mail Address: _____
5. Full address of Operating
/ Branch Office of the Bidder : _____

Telephone No.: _____
FAX No. : _____
E-Mail Address: _____
6. Name & telephone no. of : _____
Authorized officer/person
to liaise with OPTCL Corporate Office
7. Banker of the Bidder : _____
(Enclose certified copy of statement of _____
A/c for the last Two years) _____
Telephone Number of Banker _____
8. PAN / GIR No. - : _____ (enclose attested copy)
9. GST Registration No. : _____
(Enclose attested copy)
10. E.P.F. Registration No. : _____
(Enclose attested copy)
11. E.S.I. Registration No. : _____
(Enclose attested copy)

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

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2020-21		
2021-22		
2022-23		

13. Details of the three years' experience in providing similar services 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 & satisfactorily execution of work shall be enclosed with the Technical Bid.

14. 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 Executive Director,
Western Zone, Burla,
OPTCL**

Sub: - Providing Service of Skilled 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 [skilled manpower].

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:

Place:

Signature of authorized person

Name:

Seal:

FORM –T5: EXISTING COMMITMENTS

Current Contract commitments / works in progress:

Name of the Bidder:

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

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

Date:
Place:

Signature of authorized person
Name:
Seal:

FORM – T6: (ANTI COLLUSION CERTIFICATE)
(On letter head of Bidder)

1. We certify that this proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work.
 - (i) (a) Communicate to any person other than the Authority / or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the proposal was necessary to obtain premium quotations required for the preparation of the proposal.
 - (b) Enter into any agreement or arrangement with any person that they shall refrain from bidding; they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
 - (ii) Pay, give or offer to pay or give any sum of money or other valuable considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other proposal or proposed proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.
2. We further certify that the principles described in paragraphs (i) and (ii) above have been or will be, made on the basis of compliance with the above, principles by all parties.
3. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the OPTCL (Authority), that may impair the transparency, fairness and the progress of the manpower service process or to establish bid prices at artificial, non-competitive levels.
4. In this certificate, the word “person” includes any persons or anybody or association, corporation, “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not, and “the work” means the work in relation to which this proposal is made.

Dated 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:
Place:

Signature of the Statutory Auditor
Name:
Seal:
UDIN No.:

Part-II
SECTION – IV
PRICE BID

For Providing Service of Skilled Manpower on Contract (Outsourced) basis
e-Tender Specification No. :
ED-WZ-BURLA- JHULLA & TOWER CLIMBER/03/2023-24

1. Name of the Bidder:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, etc...

Sl No.	Categories	Rate Per Person					
		* Rate of wages per month	EPF (Employer Share)	ESI (Employer Share)	Service Charges / Commission	GST	Total Per month per Person
1	Skilled Manpower (Jhulla & Tower Climber)						

- * **The rate of wages should not be less than the latest minimum wages notified by the Govt. of Odisha from time to time.**

Date:

Place:

Signature of authorized person

Full Name:

Seal:

NOTES:-

1. **The manpower deployed shall be required to report to work as per requirement of Unit Heads on working days & occasionally on weekends and holidays. They are required to work for eight hours in a day & no overtime work shall be allowed to any manpower deployed by the Bidder / Agency. The rates of wages to be paid to the manpower to be provided shall not be less than the rate of minimum wages notified for skilled category person.**
2. Price bids in any other format other than the prescribed one will not be considered for evaluation.
3. The total rates quoted by the bidder should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
4. 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 Skilled 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 skilled categories under the **Minimum Wages Act, 1948** and rules made there under.

5. 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.
6. Payments of all statutory dues are mandatory and should conform to the relevant legal / statutory provisions in force.
7. The contractors shall maintain proper records of his employee's attendance. Their payment of wages shall be made through bank credit by 7th of the succeeding month. The Bank account particulars of all the contractors' employees shall be submitted to respective DGM of EHT (O&M) Division, OPTCL. **No Cash Payment is allowed.**
8. The agency shall submit the copy of proof towards deposit of EPF (ECR & Transaction details) & ESI (ECR & Transaction details) contributions duly signed along with the invoice/Challan.
9. The contractor shall provide proper PPE to their employees as may be required to fulfill the safety norms of OPTCL.
10. The contractor shall at its own cost extend Employees insurance coverage compensation to their employees as may be required under relevant Acts. Group accidental Insurance policy must be done for each employee and a copy of valid insurance document to be submitted to the concerned GM of the O&M Circle.
11. **Goods and Service Tax (GST) as per applicable rate shall be paid in accordance with the Rules on payment of GST as applicable.**
12. OPTCL shall pay the Service Charges at the accepted rate as quoted by the successful bidder. The Agency shall be responsible to bear all other expenses i.e. Office expenses, Providing PPE, 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.
13. **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.**
14. Proper justification for the quoted value is to be given by the Agency/Bidder in writing.
15. 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.
16. The Bidder shall **undertake** not to **sublet** the work to other Firm/Agency (s).

**Financial Proposal Submission Form
(On the letterhead of the Bidder)**

[Location, Date]

To,

**The Executive Director,
Western Zone, Burla,
OPTCL**

Sub: Providing Skilled Manpower Services to OPTCL

Dear Sir,

I, the undersigned, am pleased to provide offer for Providing Skilled Manpower Service to OPTCL, in accordance with your tender dated _____ and Technical Proposal. Our Financial Proposal is Rs. _____ (In Words _____) for Annual deployment of Skilled Manpower Cost for first year of contract and is exclusive of Goods & Services Tax (GST) as payable under the law. Our Financial proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the proposal, i.e. 180 days from the date of opening of the tender.

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

Yours Sincerely,

Authorized Signature
(In full and initials)
Name and Title of Signatory:
Name of the firm
Address:

SECTION-V

TERMS & CONDITIONS

A. GENERAL TERMS & CONDITIONS:

1. (i) The Agreement shall commence **after the date of issue of order** and shall continue **till completion of One (1) year** from the date of agreement unless it is curtailed or terminated by the authority owing to deficiency of service, quality of manpower deployed, breach of contract etc. or change in requirements.
- (ii) The Agreement shall **automatically expire** on completion of **One (1) year** from the date of agreement for providing the services of the Manpower unless extended further by the **mutual consent** of the **Bidder /Agency** and the **Authority of OPTCL**.
- (iii) The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Bidder / Agency and the Authority of OPTCL basing on the first year performance of bidder.
- (iv) The Bidder / Agency shall not be allowed to **transfer, assign, pledge or sub-contract 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**.
- (v) **The requirement of the Skilled 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 EMD / Security Deposit**.
3. The **Authority of OPTCL** reserves the right to **terminate** the Agreement during initial period also after giving **Two months'** notice to the **Bidder / Agency**.
4. The **Bidder / Agency** shall nominate/authorize a **Supervisor** 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 **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 agency shall ensure that the Manpower deployed is healthy and as per eligibility criteria. The agency will get character & antecedents and conduct of individual Manpower verified by respective local police before deployment and shall produce the same before the respective Circle / Division head only. 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.**

But in the interest of OPTCL work the deployment of gang of a particular Circle when deputed to meet the emergency restoration /maintenance work of different areas other than their Circle, the food arrangement shall be made either by the OPTCL or will be reimbursed Rs. 100 (Rupees One hundred) only per day per person.

9. 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.
10. 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.
11. 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.
12. The bidder/ contractor will supply all the ISI marked safety equipment (PPE) to the deployed persons like Helmet, Safety Shoe, Hand Gloves, and Safety Belt etc. at their own cost. The safety of contract Jhulla and Tower Climber deployed by the contractor shall be sole responsibility of the contractor.

13. Mandatory health check-up for the persons to be deployed at the cost of agency as they are supposed to work at height.
14. EPF and ESI contribution against each engaged person is mandatory and must be deposited regularly and effective during the contract period.
15. If the workmen engaged are from outside state, then registration under Inter State Migrant Workers' Act to be complied.

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 concern Division Head.
3. The agency shall submit a detailed check list 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 other laws to the extent they are applicable to establishment /work premises.
6. The agency shall completely filled up the **Check List for Statutory compliance** and submit along with the bill.
7. The following documents should be submitted while submitting the bills every month:
 - (i) Invoice in triplicate mentioning the Order No. and date of OPTCL for such engagement with certificate regarding wage remittance within 7th of the succeeding month.

- (ii) Copy of ECR (Electronic Challan-cum-Return) of the EPF &ESI deposited for previous month & transaction ID nos.
 - (iii) Statement of attendance (Form XII as per Rule 77 (2) (a) of Orissa Contract Labour (Regulation & Abolition) Rules, 1975) with certification of Agency & Authorized Officer of OPTCL.
 - (iv) Wage summary (in Form XIII as per Orissa Contract Labour (Regulation & Abolition) Rules, 1975) (Rule 77(2) (a) indicating details of the person engaged(name, wage paid, PF account No, ESI IP No, PF & ESI deposited for the month along with documentary evidence for payment of wages with certification of both agency/contractor and authorized signature of OPTCL.
 - (v) Bank payment statement along with bank account particulars of the manpower deployed during the month.
 - (vi) Duly filled in & signed in Checklist for Statutory Compliance as per enclosed Format.
 - (vii) Certificate regarding payment / remittance of wages & deposit of statutory dues as per statutory obligation under Labour Laws.
 - (viii) 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.
8. Proof of remittance of wages to the personnel engaged by contractor/agency, through banking mode **(no cash transaction is allowed)** for previous month such as monthly advice submitted to the Bank for crediting respective personnel's Bank A/c towards monthly wages and copy of Bank Pass Book showing payment of wages to the deployed personnel shall be submitted while submitting the bills for every month.

The contractor / Agency shall also submit the following documents to the concerned D.D.O for verification and records. :

- i. Monthly return of ECR (P.F deposit) in PDF format & transaction ID regarding successful deposit of EPF dues
 - ii. Monthly return of ECR (ESI deposit) in PDF format & transaction ID regarding successful deposit of ESI dues.
9. Opening of Bank Accounts by the deployed Manpower working under the contractor / Agency is mandatory. Payment to deployed personnel should be made through Bank only. **No cash payment will be allowed**. The contractor / Agency shall ensure that S/B Accounts of the deployed personnel get credited within **03 working days** from the date of sending advice to Bank for payments and the amount credited is the same as the net wage as per the wage slip.

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 20 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:

Insurance of each deployed person and compensation policy as per Employees Compensation Act, 1923 is a must, which shall be ensured by the Agency and indemnify OPTCL for any liability to pay compensation.

3. Engagement Related:

- i.** The Agency shall submit the following to the concerned DGM (Elect.) EHT (O&M) Division, OPTCL:
 - 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-A.
 - 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 concerned DGM (Elect.) EHT (O&M) Division, OPTCL.
- 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 - B (Form IX)
- iv.** The Agency should take prior permission from the concerned DGM (Elect.) EHT (O&M) Division, OPTCL 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 skilled manpower to be provided shall not be less than the rates of minimum wages 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.** The Agency shall make payment to his employees before the expiry of 7th day after the last day of the wage period i.e. the month in respect of which the wages are payable, through bank account for better and smooth disbursement / remittance of wages.
- v.** **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.**
- vi.** There would be no increase in rates payable to the AGENCY during the Contract period. However, in case of revision of wages by the Govt. of Odisha for high skilled & skilled 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 the concerned DGM (Elect.) EHT (O&M) Division, OPTCL.
- vii. The **contractor / Agency** shall furnish the **records / documents / ECR & transaction ID** in respect of Statutory Deposits against each **Manpower** to the concerned DGM (Elect.) EHT (O&M) Division, OPTCL as and when required, failing which the **Management** has every rights to **terminate the contract with Two months' 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 concerned DGM (Elect.) EHT (O&M) Division, OPTCL
- vii. The **contractor / Agency** shall furnish the **records / documents / ECR & transaction ID** in respect of Statutory Deposits against each **manpower** to the concerned DGM (Elect.) EHT (O&M) Division, OPTCL as and when required, failing which the **Management** has every right to **terminate the contract with Two months' notice** to that effect.

7. Other statutory payments:

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

i. Bonus

The agency shall be liable to pay statutory bonus under Payment of Bonus Act, 1965 and rules made there under as applicable for such contracts. The amount paid as bonus with all records / returns to be submitted to concern DGM (Elect.) EHT (O&M) Division, OPTCL before 30th November of the year for reimbursement after verification.

ii. Leave with wages to deployed personnel

- a) Provisions as per Orissa Contract Labour (R&A) (Conditions of Service) Rules 1975 shall be strictly adhered with regards to crediting/availing of leave of absence. Register as prescribed under said rules shall be maintained by the agency/contractor.
- b) Payment of Leave with wages shall be allowed to the deployed personnel (outsourced personnel) as per the provisions contained in above Rules.
- iii. The agency will comply with all provisions regarding licensing, welfare and health, maintenance of various records and register etc., as provided under the Contract Labour (R&A) Act, 1970, rules amendments, orders, notifications there under issued by the appropriate government from time to time. For non-compliance of any provisions, statutory compliance under law, the agency shall be responsible for penalties levied by the appropriate authority under the Acts.

iv. The contractor shall furnish the following Registers and forms as per Orissa contract Labour (R&A) Rules, 1975 for verification by the concerned DGM (Elect.) EHT (O&M) Division, OPTCL.

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

8. Other terms and conditions under Legal Provisions

- i. For all intents and purposes, the **Agency** shall be the “**Employer**” within the meaning of different Rules & Acts in respect of Manpower so deployed. *The persons deployed by the Bidder / Agency shall not have any claim whatsoever like employer and employee relationship against the Authority of OPTCL.*
- 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. **The Manpower deployed shall not claim any benefit or compensation or absorption with the Authority of OPTCL under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Bidder / Agency.**
- iv. 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 E).
- 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 concerned DGM (Elect.) EHT (O&M) Division, OPTCL.
 - Certificate of payment / remittance of bonus amount to the deployed personnel from the concerned DGM (Elect.) EHT (O&M) Division, OPTCL.
 - No dues certificate regarding GST payment & any other dues liable to be remitted by agency under Financial Laws from concerned EHT(O&M) Division.
 - In case of non-satisfactory performance of the agency, OPTCL shall have the right to forfeit the security deposit.

- vii.** In case, the **Bidder /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 **Security Deposit** of the **Bidder /Agency**, to the extent of the loss or obligation in monetary terms.
- viii.** The **Bidder / Agency** shall be **responsible** for compliance of **all statutory provisions** relating to minimum wages payable to skilled Manpower deployed with the Authority of OPTCL. The **Authority of OPTCL** shall have no liability in this regard.
- ix.** The **Bidder /Agency** shall also be **liable** for **depositing** all taxes and statutory dues etc. on account of service rendered by the Agency to the **concerned tax collection** and **statutory authorities**, from time to time, as per the rules and regulations in the matter. Self-attested photocopies of such documents shall be furnished by the firm/agency to the concerned **Authority of OPTCL**.
- x.** The **Agreement** is **liable to be terminated** because of non-performance, deviation of Terms and conditions of contract, non-payment of wages of deployed persons and non-payment of statutory dues. The **Authority of OPTCL** will have no liability towards non-payment of wages to the Manpower deployed by the Bidder / Agency and the outstanding statutory dues of the Bidder / Agency to statutory authorities.
- xi.** Any dispute or difference arising out of or in course of the Contract, may be referred to the **Arbitrator** appointed by the **Management of OPTCL, Janpath, Bhubaneswar-751022** and his decision in the matter shall be final and binding to both the parties.
- xii.** The agency will keep OPTCL indemnified against any claims/disputes arising between the agency and its Manpower deployed at various locations. The agency and the Manpower shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana held during the contract period and in the event of any such involvement of the Firm / Agency and their Manpower in such activities, action will be taken against the agency like removal of the agency from the list of the Manpower providers/such deployed personnel will not be taken further on duty/ contract will be terminated and consequential forfeiture of bid security already deposited against the contract.

9. Price Reduction Schedule

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

D. FINANCIAL TERMS & CONDITIONS:

1. (i) The **Technical Bid** should be accompanied with an **Earnest Money Deposit (EMD) @ 1% (One percent)** of the estimated value which is refundable without interest, in the form of **BG (in Annexure – F) / Draft / Pay Order** drawn in favour of **E.D., Western Zone, Burla** failing which the tender shall be **rejected** out rightly.
- (ii) The **Earnest Money Deposit** in respect of the **Bidder /Agency** who do not qualify in the **Technical Bid (First Stage) / Financial Bid (Second competitive stage)** shall be returned to them without any interest **after finalization of the Tender**. In case of successful Bidder, if the Bidder / Agency fail to deploy the required skilled Manpower against the initial requirement within 15 days from date of placing the order, the **EMD** shall stand **forfeited** without giving any further notice. In case of successful Bidder, the **E.M.D** amount will be returned to the bidder **soon after the deposit of security deposit BG**.
2. (i) The successful Bidder will have to deposit a **Security Deposit @ 5%** of the contract value in shape of **Demand Draft or Pay Order/ Bank Guarantee (B.G)** issued by any **scheduled Bank** in favor of the ED, Western Zone, Burla, OPTCL 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 office of ED, Western Zone, Burla within 15 days from issue of LOI/W.O. & signing of the agreement.
- (ii) **The Security Deposit amount with validity equal to the period of contract with a claim period of additional two months** 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 concerned DGM, EHT(O&M) Division, OPTCL after making payment to deployed personnel for the previous month along with the documents listed at Clause 07 of Payment Terms & Conditions within 2nd week of the succeeding month.

(ii) Change of place of deployment of Jhulla & Tower climber personnel is to be made as per requirement from time to time.

4. 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 OPTCL.

a. Tax deduction under GST shall be made as 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. All disputes shall be under the jurisdiction of the Civil Court, Sambalpur.
3. The successful contractor / Agency will enter into an agreement with OPTCL for deployment of suitable and qualified skilled manpower as per requirement of OPTCL on the above terms and conditions.

SECTION-VI
DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE
DEPLOYMENT OF MANPOWER IN THE OFFICE OF THE GM (ELEC.) EHT (O&M)
CIRCLE, BURLA & BALANGIR

1. List of Skilled 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. Character and Antecedent Certificate of each personnel to be deployed by the agency for providing above services issued by Appropriate Authority.
6. Copy of 1st page of S/B account of each deployed personnel.
- 7. 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.**
8. Indemnity Bond in Annexure – E.
9. Security deposit as per Cl. – 2 (i) of financial terms & conditions.
10. Workman permit certificate issued by competent licensing issuing authority for the skilled manpower to be deployed.

**ANNEXURE A
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 B

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 C
SELF-DECLARATION-NO BLACKLISTING

Date:

To,

**The Executive Director,
Western Zone, Burla,
OPTCL**

Dear Sir/Madam,

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

In response to the Tender Document for providing Skilled 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 **earnest money deposit/security deposit** may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signature of authorized person

Date:

Full Name:

Place:

Seal:

ANNEXURE D
LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: ED, WESTERN ZONE...../2023-24

To

**The Executive Director,
Western Zone, Burla,
OPTCL**

Subject: Authorization for attending bid opening on.....

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

Sir,

**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 E
INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of,2023 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- F
PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

Ref:

Date

Bank Guarantee No:

1. In accordance with invitation to Bid No. Dated of ODISHA POWER TRANSMISSION CORPORATION LTD. [OPTCL] [herein after referred to as the OPTCL for the purchase of

Messers_____

Address_____

_____wish/wished to participate in the said tender and as a Bank Guarantee for the sum of Rs._____ [Rupees_____

Valid for a period of 240 days [Two hundred forty days] is required to be submitted by the Bidder. We the _____

[Indicate the Name of the Bank]

[Herein after referred to as 'the Bank'] at the request of M/S _____

[Herein after referred to as The Firm / Agency (s)] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by the concern Circle Head ODISHA POWER TRANSMISSION CORPORATION LTD.

[Indicate designation of the Agency]

an amount not exceeding Rs. _____to the OPTCL, without any reservation. The guarantee would remain valid up to 4.00 PM of _____

[date] and if any further extension to this is required, the same will be extended on receiving instructions from the_____ on whose Behalf this guarantee has been issued.

2. We the _____do hereby, further undertake

[Indicate the name of the bank]

to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OPTCL by reason of any breach by the said Firm / Agency [s] of any of the terms or conditions or failure to perform the said Bid. 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._____

3. We undertake to pay the OPTCL any money so demanded notwithstanding any dispute or disputes so 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 Firm / Agency(s) shall have no claim against us for making such payment.

4. We, the _____ further agree that the guarantee
[Indicate the Name of the Bank]

herein contained shall remain in full force and effect during the aforesaid period of 240 days [two hundred forty days] and it shall continue to be so enforceable till all the dues of the OPTCL under or Management of OPTCL. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said The 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 _____

We shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ further agree with the OPTCL that
[Indicate the name of the Bank]

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 Bid or to extend time of performance by the said Agency [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said The Agency [s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Firm / Agency [s] or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said the Agency[s] or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, 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 or the Firm / Agency [s].

7. we, _____ lastly undertake not revoke this
[Indicate the name of the Bank]

Guarantee during its currency except with the previous consent of the OPTCL in writing.

8 .We the _____ Bank further agrees that this guarantee shall also be invocable at our place of business at _____, of Sambalpur 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).

Dated _____ Day of _____

For_____ [Indicate the name of Bank]

Witness (Signature, Name & Address)

1.

2.

ANNEXURE- G

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day of _____ 2023 by us the _____ Bank at _____
P.O. _____ P.S. _____
District _____ State _____

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called “the OPTCL” which shall include its successors and assigns has placed orders No. _____ Date _____ [hereinafter called “The Agreement”] on M/s. _____ [Hereinafter called “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 not withstanding 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 invokable
[Indicate the name of the Bank & Branch]
at our place of business at Branch of Sambalpur in the state of Odisha.

‘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 Sambalpur 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)

1.

2.