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ODISHA POWER TRANSMISSION CORPORATION LIMITED (A GOVERNMENT OF ODISHA UNDERTAKING) REGD. OFFICE: JANPATH, BHUBANESWAR-751022 CIN-U401020R200SGC007553

REQUEST FOR PROPOSAL

FOR

Providing Cleaning, Housekeeping & Sanitation works at OPTCL, Head Qrs. Office, Bhubaneswar



DISCLAIMER

All information provided as a part of this Request for Proposal (RFP) document to the prospective Applicants by the ODISHA POWER TRANSMISSION CORPORATION LIMITED, is subject to the terms and conditions set out in this RFP and any addendum to the same (as and when issued in writing).

This RFP document not an agreement and is neither an offer nor invitation by the OPTCL to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP document does not claim to contain all the information each Applicant may require. Each Applicant is advised to conduct its own due diligence and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources as deemed necessary. OPTCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. OPTCL may at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

S/d

Sr. General Manager (HRD) General Administration





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ODISHA POWER TRANSMISSION CORPORATION LIMITED OFFICE OF THE GENERAL MANAGER (HRD) JANAPATH, BHUBANESWAR-751022 TEL NO 0674-2542068 mail, hr.akdas@optcl.co.in. Website: <u>www.optcl.co.in</u> CIN – U401020R2004SGC007553

No.GL-VI-29/2019/5321

Date 27.02.2020

Notice

For and on behalf of OPTCL, the undersigned invites Request for Proposal (RFP)s under two part bidding system from the recognized, registered and experienced Agency for Providing Cleaning, Housekeeping & Sanitation works at OPTCL, Head Qrs. Office, Bhubaneswar for a period of Three year (03) from the date of commencement of the Agreement on contract basis for Cleaning, Housekeeping & Sanitation works at OPTCL., Head Qtrs. Office, Bhubaneswar.

Complete set of bidding documents are available in OPTCL's official website **<u>http://www.optcl.co.in</u>** from- 04.03.2020 (10.00 AM) up-to 24.03.2020 (05.00 PM). Interested Agencies may visit OPTCL website for detail specification.

N.B:-All subsequent addendums / corrigendum to the Request for Proposal (RFP) shall be hosted in the OPTCL's official website<u>http://www.optcl.co.in only.</u>

OPTCL has the right to accept or reject any or all the RFP without assigning any reasons thereof.

Sd/-

Sr. General Manager (HRD) General Adminstration



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IMPORTANT INFORMATION

SI	Particulars	Details
No.		
1	Date of Available of RFP Document	10. 00 AM from 04.03.2020
2	Pre-bid conference	11.00 AM 17.03.2020
3	Last date of submission of bid	05.00 PM 24.03.2020
4	Estimated Cost	Rs. 90,15,920/-
5	Earnest Money Deposit (EMD)(Refundable)	Rs. 90,159/-
6	Paper Cost (Non-refundable)	Rs. 12000/- plus GST @ 12%
7	Technical Bid Opening	11.30 AM on 25.03.2020
8	Expected Date of Commencement of Assignment	April/May 2020



<u>SECTION –I</u>

TERMS AND CONDITION OF CONTRACT

DEFINITION OF TERMS:

- The "Company" shall mean "ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking)" under the ministry of department of energy Govt. of Odisha having its registered office at Janpath, Bhubaneswar-751022.
- Head of (HRD) means the Director (HRD) OPTCL and his successors.
- **Representatives of Director (HRD)** means officer and staff of OPTCL, Head Qrs. Office, deputed by the Director (HRD) for inspecting or supervising the work, quality of service etc.
- **The Bidder Means:-** the individual / Company / Partnership firm who participates in this RFP and submits his/her/their bid.
- **The Goods / Services** means all the equipment, machinery, and /or other materials and or services the contractor is required to supply / execute to the OPTCL under the contract.
- Work Order:- means the order placed by the OPTCL for services and / or goods to the Contactor signed by the OPTCL including all attachments and appendices thereto and all document incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.
- Officer in-charge: means DGM (HRD) General & Administration and his successor.
- Site in-charge: site in-charge means the JM (HRD) Caretaking / Manager (HRD) Gen. Admin. as in-charge of work at site and their successors.
- Site: site shall mean the building / land or other places on, into or through which work / services is to be executed under the contract.
- **Excepted risk**:- excepted risk are risks due to war (whether declare or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of OPTCL damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the OPTCL of the part of the work, in respect of which a certificate of completion has been issued.
- "Agency / Firm" means successful Bidder whose bid has been accepted and shall include the bidder's executives, administrators and permitted assignees.



- "OPTCL" means OPTCL Management or any Officer authorized by the management.
- "Contract Price" shall mean the total amount quoted by the successful Bidder inclusive of all statutory dues but excluding GST as applicable, which has been accepted by the OPTCL in issuance of the Work Order.
- "**Terms & Conditions**" shall mean the General Terms and Conditions of contract, stipulated in this RFP specification.
- "Specification" shall mean the entire bid document.
- "Month" shall mean Calendar month.
- "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form whether under seal or under hand.
- The term "**Contract Document**" shall mean and include General Terms and Conditions of Contract, Notice inviting RFP, instruction to Bidder, schedule of prices, and any special conditions, applicable to the contract.
- **"ITEMS"** means specification of sanitation materials, to be provided by the Bidder during the contract period.
- **"Controlling Officer"** shall mean the Sr. G.M (HRD), General Administration, OPTCL or his / her authorized representative.
- **"Reporting Officer"** shall mean the concerned Officers' of D.G.M (HRD), General Administration, Head Quarters, OPTCL, Bhubaneswar, as the case may be, under whom supervision work shall be executed by the Bidder or any Employees' who is directly involved with the everyday activities of the Head Quarters Office of OPTCL,.
- Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, 1872 failing which that is in the Odisha General Clauses Act.1937.



SECTION II : REQUIREMENTS

ODISHA POWER TRANSMISSION CORPORATION LIMITED invites Request for Proposal (RFP) from specialized agencies having adequate experience for **"PROVIDING CLEANING, HOUSEKEEPING & SANITATION WORKS AT OPTCL., HEAD QRS. OFFICE, BHUBANESWAR**".

BRIEF NOTE OF THE BUILDING

OPTCL Registered Office at Janpath, Bhubaneswar – 751022

S1.	Loca	tions	Covering the areas	Toilet Area		
No.			(in square feet)	(in square feet)		
1	OPTCL Multistoried Building					
	i)	First Floor	7434.95	365.05		
	ii)	Second Floor	6994.05	305.95		
	iii)	Thirds Floor	6934.44	365.56		
	iv)	Fourth Floor	7025.61	274.39		
	v)	Ground Floor	1400			
	vi)	Fire Escape	800			
	vii)	Staircase Portion	1160			
	viii)	Parking Area	6993.13			
2	Grou	nd Floor and First Floor of	19533.10	952.82		
	GRI	DCO Building				
3		and Floor, First Floor, Second Floor	42618.91	1315.68		
		nance Wing including General				
		ch & Pensioner's Rest Room				
4	Ground Floor and First Floor of		22844.29	998.55		
		nical Wing				
5		oorate Planning Building	Γ	1		
	Central Issue Section (Ground Floor)		820.77	78		
	Law	Section (2 nd Floor) & TC	4501.42	230.20		
	Training & Development Branch of		1574	140.98		
		CL Hqrs. Office and Library				
6	Power Community Centre		3736	83.56		
7	Power Hospital		3041	416.74		
8	Electrical Maintenance Cell		787	68.81		
9	Staircase of GRIDCO, FW, TW, CP		3200			
	Build	ě				
10		Work Section No. III Building	1282	80		
11	Resid	lential office of CMD	6000.42	430.20		
12	(1 st F	-loor) Vigilance Section	320			

Note: (i) Area variation is ± 10 %.

(ii) Firms are requested for site visit before submitting the Offer.



SCOPE OF WORK

The detailed scope of services that the Firm would be contractually obliged to deliver has been detailed as per the following.

SCOPE OF CLEANING WORKS:

(a) **DAILY CLEANING**

SWEEP CLEAN:

- Sweep and clean all floor areas.
- Damp moping of tiles, vitrified floors, staircases, floors, side walls and entrance areas.
- Floors shall be free of dirt, mud, sand, footprints, liquid spills and other debris.
- Chairs, trash, receptacles and easily movable items shall be moved to clean underneath.
- During inclement weather, the frequency may be higher. When completed the floors and halls shall have a uniform appearance with so streaks, smears, swirl marks, detergent residue or any evidence of dirt remaining or standing water.
- After sweeping all vitrified floors, area would be machine scrub cleaned.
- Sweep and clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.

DRYCLEANING/VACCUMING:

- Vacuuming all carpets runners and carpet protectors so that they are free of dirt, mud, etc.
- Renewal of cobweb in the entire office buildings.
- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area should be free of all litter, lint, loose soil and debris.
- Any chairs, trash, receptacles and easily movable items shall be moved to clean underneath and then replaced in the original position.
- Cleaning of electrical fittings, such as fans, lights, switch boards, partition, chairs, sofas, file racks, etc.
- Cleaning of doors, windows, ventilators, etc.
- Cleaning of all open terrace areas, walls, ceilings, etc.

WASHROOM CLEANING:

- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable nonabrasive cleaners and disinfectants.
- Washbasins, Pan and Floor area has to be washed and cleaned on hourly basis.
- All surfaces shall be free of grime, soap, mud and smudges.
- Cleaning of mirrors, glass windows, glass doors etc.
- Supply of paper towels, toilet paper and liquid soap dispenser with liquid soap solution of good/standard brand quality in all bathrooms shall be performed.

TRASH REMOVAL:

• Emptying all waste paper baskets from all floors and washing or wiping them clean with damp cloth, replacing plastic waste paper basket lining and returning items where



they were located.

- All waste from waste paper baskets will be collected and deposited in the buildings waste container or as directed by the Corporation.
- Dry and wet garbage would be segregated and dumped into designated area.

GLASS SURFACE CLEANING:

- All glasses at the entrance door of the premises would be cleaned using damp and dry method.
- Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned.
- Removal of grease marks or finger prints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free cloth or paper towels.

DAMP AND DRY CLEANING:

- Wipe clean all white boards of meeting rooms, conference Halls, work stations etc.
- Wipe clean all table tops of work stations, cubical and other furniture and fixtures.

Please note that the house keeping staff should wear disposable gloves and cover mouth while doing their tasks. These gloves/covers should be changed on a daily basis.

(b) WEEKLY CLEANING

DEEP CLEANING:

- Stairways, surrounding common area, terraces, generator Rooms, AHU Rooms, basements, car parking etc.
- Ceiling, walls, partitions etc.
- Toilets and washrooms.

WINDOW GLASS CLEANING:

- Interior and exterior glasses will be cleaned on both sides, through out OPTCL, Hqrs. Office.
- Dusting windows sills and blinds.

SANITIZING:

- Office desk paper bins would be cleaned and sanitized.
- All washrooms dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants.
- Waste bins from pantry/canteen areas would also be thoroughly cleaned and sanitized with disinfectants.
- Thorough washing of all walls and doors of toilet with appropriate detergent and disinfectant.

POLISHING:

• All the door/window handles/knobs, other brass fittings and items/statues, planners etc. are required to be polished and kept in shining condition by using good quality polishing agents.



FORTNIGHTLY CLEANING SERVICE:

DUSTING AND WIPING:

- Dusting and wiping light fixtures. When completed, the light fixtures shall be free from dirt, grim, dust and marks.
- Applying metal polishes to accessories or door/window handles, hand railings, lift walls etc. where applicable.

SCRUBBING:

Scrubbing of all floor areas with scrubbing machines.

(c) <u>AGENCY WILL</u> ALSO DO THE FOLLOWING TASKS:

- Sweeping, mopping, machine scrubbing of all specified floors.
- Removing all garbage and replace cleaned bins. Garbage will be taken to the designated site from where the agency will arrange for its disposal.
- Wipe/clean of all glass doors and windows regularly.
- Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.

(d) <u>EXTERNAL FACADE</u>:

- The agency shall undertake cleaning of the glasses and glass panes from the exterior (the glasses/glass panes of the ground floor/basements etc. on daily basis) by using Spider-man method once in three months. It will be the responsibility of the service provider to ensure that the necessary insurance cover is obtained well in advance and produce to the Corporation before commencement of the cleaning work. It will also be necessary to obtain security/ safety clearance from the Security Officer and Safety officer of the Corporation.
- Supervisors/managers of the agency should visit different floors from time to time to ensure that each floor/toilets etc. remain clean and ready for use round the clock.
- The Agency shall remove unwanted jungle, vegetation, dried leaves, etc. and dispose off the same in a designated place outside the office premises. OPTCL will identify the designated place.

WORKS SPECIFICATIONS

A. <u>AREA COVERAGE FOR HOUSEKEEPING SERVICES:</u>

- OPTCL Registered Office at Janpath, Bhubaneswar 751022 (Multi-storeyed Building -Ground Floor to 4th Floor) Ground Floor, First Floor and 2nd Floor of Finance Wing including General Branch, Ground Floor and first floor of Technical Wing, First floor and 2nd Floor of Corporate Planning Building, Issue Section, Training Branch, OPTCL Hqrs. Office Library, Power Community Centre, Power Hospital, Electrical Maintenance Cell, Pensioner Rest Shed, Central Issue Section and Parking Area etc.
- 2. Ground Floor and First Floor of GRIDCO Building.
- 3. Details are provided at Page-7.



B. **BROAD DETAILS OF SCOPE OF WORKS**:

- 1. Cleaning, sweeping moping and wiping of floors, staircase on daily basis including Saturday or as required by Officer-in-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting / cleaning, moping work before 9.00 AM.
- 2. Continuous moping to be done at reception floor and other floors during office hours (9.30 AM to 6.00 PM).
- 3. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins.
- 4. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows, Venetian, blinds, racks, sofas, type writers, computers, telephones, curtains, walls, mounted fans etc. with dry / wet cloth, feather brush and duster.
- 5. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
- 6. Cleaning of any chocking's in the drainages, man holes, etc.
- 7. Removal of beehives and cobwebs / honey webs from the office building and its premises.
- 8. Cleaning and weeping of open area including balconies and roof tops with brooms.
- 9. The bidder shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month, the insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, crawling insects all library and carpeted rooms, rats etc. The insecticide and pesticides sprayed should be ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in month.
- 10. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities in order to maintain quality services and minimize operational problems.
- 11. Proper registers / records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the authorized representatives of OPTCL / OPTCL officer-in-charge at regular intervals and finally at the end of each month.
- 12. The bidder should possess or procure needful infrastructure, gadgets and other materials required for smooth housekeeping services. No additional cost towards this will be borne by OPTCL.

C. JOBS TO BE CARRIED OUT DAILY:

1. Cleaning of general toilets at least thrice daily (at 8.00 AM, 12.00 Noon and 3.30PM) with phenol and detergent etc. and maintain the toilets floors dry during office hours. Cleaning of windows and windowsills of all toilets to be done regularly. Wash basins, urinals, Western Commode (WC) are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid shop and



paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place / container.

- 2. Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of windowsills once in a day. Naphthalene balls air purifier, toilet rolls / paper rolls and liquid soap are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place / container.
- 3. Cleaning and moping of electrical rooms once in a day during office hours.
- 4. Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filling almirahs, cabinets, glass panes, computers, etc. with dry / wet duster and or with suitable cleaning agent. Moping of floors with phenol.
- 5. Collection of wastage paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
- 6. Cleaning of carpets by soft brush.
- 7. To clean glass panes on doors, windows and partitions with soap / cleaning agent.
- 8. Cleaning of choked in sewerage and pumping lines within premises as and when required.
- 9. Cleaning gulley trap and manhole within GRIDCO Building / OPTCL premises as and when required.
- 10. Cleaning of ducts and removal of garbage and putting them in dustbin kept outside the building.
- 11. Cleaning / removal of any type of stains of ink etc. from the building premises ad staircases.
- 12. Cleaning, seeping and wiping of floors, furniture and hand washing area etc. during office hours.
- 13. Cleaning of carpets in rooms by vacuum cleaners.
- 14. Cleaning of lift walls with silver / brass liquid cleaner.
- 15. Room fresheners in all office area to be used daily in the morning. Room freshener should be of ISI Mark or of standard Mark.
- 16. Spray of scented Mosquito and cockroach killer on all floors as and when required. Mosquito / cockroach killers shall be of ISI Mark. Special scented purifiers shall be sprayed at least twice daily in al rooms. Cabins, bathrooms, reception, conference halls, lifts, lobby, lifts etc.

D. JOBS TO BE CARRIED OUT WEEKLY:

- 1. Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets / rooms, corridors with soap, detergents, kerosene / petrol or any other chemicals, automatic mopper / scrubbing machine to be used at least once in a week.
- 2. Cleaning of fabric upholstered sofa sets if any with vacuum cleaners and leather upholstered sofa and chairs with soap solution / cleaning agent of approved quality.



E. JOBS TO BE CARRIED OUT ON FORTNIGHT BASIS:

- 1. Polishing of brass items with approved brass cleaning material.
- 2. Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- 3. Dusting of false ceiling etc. with soft broom and cloth.
- 4. Cleaning of sofa sets with soap water / vacuum cleaners.
- 5. Washing and cleaning of driveways, parking area and roads within the office premises.
- 6. Lift, lobby and all toilets floors and other areas as may be directed by Officer in -charge, shall be cleaned with floor scrubbing machine.

F. JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

- 1. All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
- 2. Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-in-charge.

G. **PROVIDING WORKFORCE**:

The bidder shall, however, survey the area and make assessment of the manpower requirement on their own. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The bidder has to employ sufficient of women staff for cleaning and sanitation of Ladies Toilet. The successful bidder shall engage only such workers whose antecedents have been thoroughly verified,

Including character and police verification and other formalities. In order to maintain quality services and minimize operational problems.

The bidder shall ensure that all the workforce deployed wear uniform while on duty.

H. <u>SUPPLY OF MATERIAL AND CONSUMABLES:</u>

All materials / consumables other related items as listed at **Appendix-5** is to be provided by the Agency, has to be of ISI marked or in conformity with the specification / makes keeping in view good quality / standard after discussion and finalization with Officerin-charge. The firm shall assess the quantity of consumables to be issued and supply them in advance and store them at OPTCL on fortnightly basis. The stores are to be replenished at least 5 days in advance. Consumables shall be issued every morning in presence of an official authorized by OPTCL

I. WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the bidder will arrange for disposal of garbage at such a place as may be permissible by BMC.



J. Commercial Consideration- Schedule of Payment

- a) The bills shall be prepared & submitted by the firm in 1st week of subsequent month for the service rendered for the previous month. The quantity of works / service shall be taken continuously and need not be connected with billing stage. A system of 3 (three) copies of bill & signed by both Firm and employer shall be followed. The bill shall be submitted by the firm on monthly basis.
- **b**) The items of the work for which no rate or price have been entered in bill and which are not paid for by the employer shall be deemed to be covered by other rates & prices in the contract.

c) <u>Duration of the Contract</u>

The tenure of the contract shall be for 3 (three) years and is subject to renewal in each year. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between OPTCL and contractor/agency. The performance will be reviewed periodically and if found not satisfactory can be terminated by OPTCL.

4. GENERAL TERMS AND CONDITIONS FOR EVALUATION

4.1 Evaluation Process

The evaluation of the proposal will be completed in 2 Steps:

Step 1 – Opening of Technical proposal

Step 2 - Opening of Financial Proposal

The entire bidding process has been explained elaborately in Section III of this RFP document. 4.1.1 The Successful Bidder shall be issued Letter of Award (LoA). After issue of the LoA in writing and acceptance of the same by the successful Bidder within 7 (seven) days, the Successful Bidder shall enter into contract with the OPTCL within 30 (thirty) days of receipt of LoA and carry out his responsibilities/obligations.

INFORMATION RELATING TO SUBMISSION OF BID:

- I. The proposal shall be submitted in two part system.
- II. Cover-1 shall contain the Technical proposal i.e. Letter inviting Request for Proposal, Instructions for RFP, RFP conditions, The scope of work, Special conditions of Contract along with EMD. Each page of tender shall be signed by an authorized person and duly sealed.
- III. Cover-2 shall contain only financial proposal. The Financial proposal i.e. amount quoted for the Cleaning, House Keeping & Upkeep Services duly signed & sealed by an authorized person.

- IV. The two covers i.e. Cover-1, Cover-2 shall be put in a third sealed cover. All these three covers shall be super scribed with the name of work as "RFP for Cleaning, House Keeping & Upkeep Services for OPTCL" and shall be reach at the office of the Sr. GM(HRD) General Administration, OPTCL Corporate Office, Janpath, Bhubaneswar-751022, on or before 24.03.2020 (5.00 PM) through Speed Post/Registered Post/Courier only.
- V. Note : The composite bid i.e. Offers with rates indicated in the Technical proposal are liable to be ignored & rejected summarily. Only the first cover i.e. Technical proposal shall be opened on the date of bid opening whose proposal is complete in all respects and fulfils the terms & conditions, in the presence of bidders or the bidder's' duly authorized representative on 25.03.2020 at 11.30 AM at OPTCL Conference hall, 4th Floor, Multistoried Building, OPTCL Hqrs, Janpath, Bhubaneswar. The authorized representative should bring necessary authority letter under an official letter head of the bidder conferring full and comprehensive authority to deal with all matters relating to the tender.
- VI. Cover -2 Financial proposal of only those Tenderers who have satisfied the eligibility criteria as specified for Technical proposal shall be considered and their price bids will only be processed. The pre-qualified bidders will be intimated through mail or phone about date and time for opening of the Cover-2 (financial proposal) in advance to enable them to be present for participation.
- VII. In the financial proposal the Agency/Firm should quote the rate both in figures and in words without any ambiguity, corrections and eraser shall have to be attested by the agency. The rates quoted should be inclusive of all statutory obligations such as minimum wages, ESI, EPF, Bonus etc. and all kind of taxes including GST. The offers / Bids of those prospective bidders which do not meet the statutory requirement are liable to be rejected.
- VIII. The Bidder shall pay EMD amount along with the Technical proposal in the form of DD in favour of "D.D.O (Head Qrs.), OPTCL. Bhubaneswar" and payable at Bhubaneswar. proposal (s) received without EMD shall stand rejected and shall not be considered for evaluation at any stage. The EMD amount of successful Bidder shall be refunded on issuance of work order and execution of Agreement thereof without any interest.
 - IX. The Agency/Firm shall pay the non-refundable Tender Paper Cost along with the Technical proposal in the form of DD in favour of "D.D.O (Head Qrs.), OPTCL.Bhubaneswar" and payable at Bhubaneswar.

4.2 Eligibility Criteria

4.2.2 The Bidder should be fulfilling the following minimum eligibility criteria and must also submit documentary evidence in support of fulfilment of these criteria while submitting the Bid.



Claim without documentary evidence will not be considered. The eligibility criteria and documentary evidence required are as follows:

a) The bidder should be having valid license / registration in India with a track record of providing similar nature of services for at least three (3) years to the date of this RFP. Attach copies of the Experience certificates issued by Govt. of Odisha / other State Govt. / Central Govt / Public Sector Undertakings/ authorized signatory of the organization for which experience certificate is being submitted. The work experience other than Govt. of Odisha / other State Govt. / Central Govt. / Central Govt / Public Sector Undertakings are not acceptable.

b) The firm should have experience in similar nature of work for Govt. / PSU of more than 1,50,000 Sqft. (Super Built-up area).

c) The average Annual Turnover of the bidder shall be more than Rs.03 (Three) Crore during the last three financial years. Attested audited Balance Sheet & P/L A/C for the last three financial years (2016-17, 2017-18 & 2018-19) shall be furnished as proof.

d) The firm having certification of ISO 9001, ISO 14001 and OHSAS -18001-2007 besides above Criteria will be given preference for the said assignment.

e) The track record of the bidders should be clean and it should not have any involvement in illegal activities or financial frauds. Bid must be accompanied with declaration to this effect on letterhead of the bidders.

f) The bidder firm should have valid PAN, GST, EPF, ESI and other applicable statutory registrations with appropriate license for the services provided by them.

g) Joint Bidding and Consortium based offers will not be accepted.

h) The bidder, whose contract in the past was terminated by the employer during the contract period due to unsatisfactory performance, will not be eligible for participation. The bidders are to submit and undertaking in this regard.

i) The bidders having outstanding dues to be paid to OPTCL are not eligible to participate.

j) The bidder must have license under Contract Labour (Regulation & Abolition) Act - 1970 and submit documentary evidence for the same.



k) The bidder must be registered with EFPO, ESIC and such other Tax Authorities such as Income Tax, GST etc. and submit necessary documentary evidences for the same.

1) The bidder must submit EPF return (Electronic Challan cum return remittance confirmation slip) for last Six Month.

m) The bidder must submit ESI return for last Six Month.

n) The bidder must submit GST challan for last Six Month.

o) The bidder should have a Branch Office / Regional Office at Bhubaneswar.

p) The bidder should have ownership for the following machinery.

q) Ownership including capacity, license, calibrations details to be share along with the bids. The bidder who will fail to submit the copies will be summarily rejected.

Sr.No	Particulars	Model
1	Single Disc Scrubbing Machine	Ergodisc Duo
2	Wet and dry vaccum cleaner 22 T	TASKI Vacumat22 T 230V / 50 Hz
3	COLD WATER JETS	Danubio 1211 LP

r) The Firm/Agency should not have any legal dispute with any organisation.

Fee & Deposits to be paid by the Bidder

4.2.1 **Proposal Security & Processing Fee**

a) All bidders are to furnish EMD (Proposal security) & costs of bid (Paper Fee). There will be no exemption to any bidder. If the EMD is furnished by any other mode other than the prescribed mode the Request for Proposal (RFP) of such party is liable to be rejected. It should be in a separate envelope otherwise it will be out rightly rejected.

b) Any Proposal submitted without the EMD & Processing Fee in the form as specified in the RFP document shall be summarily rejected.



c) The EMD furnished by the successful bidder during Request for Proposal (RFP) will be refunded after furnishing of required Performance Security (in shape of BG or DD) in the physical form as per requirement and signing of agreement thereof and shall not carry interest.

d) The Proposal Security of Bidders whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, will be returned / refunded.

The Proposal Security shall be forfeited by OPTCL, in the following cases:

i) Any discount offered in a separate envelope.

ii) If the Bidder withdraws his Bid / Proposal after Technical Proposal opening and during the proposal

validity period.

iii) In case of a Successful Bidder, if the Bidder fails within the specified time limit to sign the Contract Agreement.

iv) In case of a Successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security (10 % of the contract value) or fails to start the work within stipulated period.

4.3 One Bid per Bidder

Each bidder shall submit only one bid for the work. Violation of this shall lead to disqualification of the bidder.

4.4 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the work, including a detailed survey of the site and information / data provided by OPTCL in the RFP Document, when they submit the proposal. Interested Bidders are invited to visit and inspect the site at their own expense. Failure to investigate fully the site or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the work.

4.5 Validity of Proposal

4.5.1 The Proposal shall remain valid for a period for One Hundred Twenty (180) days from the due date of submission of proposal ("Proposal Validity Period"). OPTCL reserve the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of OPTCL

4.5.2 A bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension.



4.5.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Contract.

4.6 Right to Reject the Proposal

Not with standing anything contained in this RFP Document, OPTCL reserve the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder or create any obligation / liability upon OPTCL of any type whatsoever.

Interpretation

In case of any ambiguity in the interpretation of the conditions of the engagement and scale of charges, the interpretation of the Chairman cum Managing Director, OPTCL will be final and binding on the parties to the conditions of engagement.

4.8 **Disputes**

4.8.1 All disputes between the Successful Bidder and OPTCL shall be settled as per the Dispute Resolution procedure elaborated in the Draft Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where OPTCL ask for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

4.8.2 The courts at Bhubaneswar alone shall have the exclusive jurisdiction to try all the cases

arising out of this RFP document.

4.8.3. BG towards Security Deposit submitted by the Firm/Agency should be enc ashable at Bhubaneswar Branch of the submitted bank.

5. Bidder should visit the site before quoting rates in RFP:

Intending bidder should visit Building Complex and make him thoroughly acquainted with the site condition, nature and requirements of the work, facilities for transportation, operational conditions etc. The costs of visiting shall be borne by the bidder. The rate quoted by the contractor / agency shall take care of all contingencies required for operating efficiently at the building premises. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the facility might be deemed to have reasonably been inferred to be so existing before commencement of the Services Contract. It shall be deemed that the contractor/agency has undertaken a visit to the OPTCL Registered Office at Janpath, Bhubaneswar – 751022 and is aware of the operational conditions prior to the submission of the Request for Proposal (RFP) documents.



6. Assignment: The contractor/agency shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligations to a second party to perform the contract. In the event of the contractor/agency contravening this condition, the in-charge of Building Premises shall be entitled to place the contract elsewhere at risk and cost of contractor/agency. The contractor/agency shall be liable for any loss or damage, which the office may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him or the performance security deposited by him.

7. Staff to be deployed by contractor/agency at the Building Premises.

a) The Service Personnel provided shall be the employees of the Contractor / agency and all statutory liabilities will be paid by the contractor/agency such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to OPTCL and if any change is required on part of OPTCL, fresh list of staff shall be made available by the agency after each and every change.

b) The personnel engaged should have following eligibility criteria :

- i) Minimum age of the deployed personnel should be 18 years.
- ii) Should be physically and mentally fit.

c) The contractor/agency shall submit Licence under Contract Labour (Regulation and Abolition) Act to the Officer in-charge at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm.

d) The contractor/agency shall employ adult labour only. Employment of child labour shall render the contractor/agency liable to termination of the contract under GCC Clauses: Termination for Default. The contractor/agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

e) The antecedents of Service staff deployed shall be got verified by the contractor/agency from local police authority and an undertaking in this regard to be submitted to OPTCL.

f) The staff deployed by the contractor/agency must wear proper Photo ID Cards during their duty hours, duly issued with approval of competent authority of OPTCL. They should wear clean uniforms during their duty hours. Any staff found without uniform or ID card during duty hours shall be deemed to be absent from duty and the said occasion shall be treated as a lapse in the services being provided by the contractor/agency, liable for deduction of liquidated damages and other remedies available to OPTCL under the contract. The contractor/agency should provide at least two pairs of approved uniforms to its staff deployed at the Building Premises of OPTCL. The cost of uniforms and ID cards to deployed personnel shall be borne by the contractor/agency.



g) The contractor/agency shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. If the **Building Premises of** OPTCL suffer due to absenteeism of any required worker on any occasion, Liquidated Damages as per GCC clause shall be imposed.

h) The contractor/agency at all times should indemnify the Building Premises of OPTCL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Employees Compensation Act, 1923; Payment of Bonus Act, 1965; Industrial Disputes Act, 1947; The Equal Remuneration Act, 1976; Maternity Benefit Act, 1961 or any other law relating thereof and rules made hereunder from time to time. OPTCL shall not own any responsibility in this regard.

i) The contractor/agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Service Personnel engaged by him for works. It will be the responsibility of the contractor/agency to provide details of manpower deployed by him, in the Department and to the Labour department.

j) The contractor/agency shall pay to the staff deployed by it for their services in the Building Premises of OPTCL, the minimum wages as fixed by the state government for Un-skilled, Semi-Skilled, Skilled and High Skilled workers, EPF, ESI contributions, and any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. The contractor/agency shall submit documentary evidence of such payment to OPTCL with the contractor/ agency's monthly bill. The expenses shall be reimbursed to him by OPTCL after proper verification. In any eventuality, if the contractor/agency fails to remit employee / employer's contribution towards EPF s& ESI Contribution etc. within the stipulated time, OPTCL authority is entitled to recover the equal amount from any money due or accrue to the Contractor/agency under this agreement or any other contract with RPFC & ESIC, with an advice to RPFC & ESIC, duly furnishing particulars of personnel engaged for the Building Premises of OPTCL.

k) The staff deployed through contractor/agency at the Building Premises of OPTCL shall not claim any benefit, of Industrial Disputes Act, 1947 or Contract from time to time. The contractor/agency shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor / compensation, absorption or regularization of their services in the establishment either under the provisions agency. The contractor / agency shall submit the said undertaking to OPTCL. In the event of any litigation on the status of the deployed staff, the Building Premises of OPTCL shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if OPTCL is made necessary parties in dispute to adjudicate the matter, the contractor/agency shall reimburse the expenditure borne by OPTCL for such.

8. The contractor/agency shall be fully responsible for the conduct of his staff. The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement administrative matters third person(s). The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, *betel*, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act in the Building Premises of OPTCL. The staff should be sensitive in dealing with staff and persons accompanying offices and the public at large visiting the Building Premises of OPTCL.



- 9. The contractor/agency and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste, or misuse in any area within scope of responsibilities in the Building Premises of OPTCL, and shall knowingly lend to any person or identity any of the effects, assets, or resources of the Building Premises, under its control.
- 10. Any loss/ damage etc. to the property, persons (including to patient-parties) of OPTCL due to negligence/ any omission or commission on part of contractor/agency or his staff, established after an enquiry by authorized representative(s) of OPTCL / any higher authority shall be recovered from the contractor/agency through appropriate method without prejudice to any other rights and remedies available to OPTCL.
- 11. Any misconduct/ misbehaviour by any staff deployed by the contractor/agency should be promptly dealt with by the contractor/agency. If competent authority of OPTCL, so desires, such staff should be immediately replaced by the contractor/agency at his own risk, cost and responsibilities with written intimation to the competent authority about such move.
- 12. The Contractor/agency will maintain a register on which day-to-day deployment of personnel will be entered. This will be countersigned by the Officer-in-charge of OPTCL. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor/agency has to give an undertaking (on the format), duly countersigned by the authorized official of OPTCL, regarding payment of wages as per rules and laws in force.
- 13. All liabilities arising out of accident or death while on duty shall be borne by the contractor/agency.
- 14. Adequate supervision will be provided to ensure correct performance of "providing cleaning, housekeeping & sanitation works at OPTCL., head qrs. Office, Bhubaneswar" services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor/agency deployed, the supervisory staff will move in their areas of responsibility.
- 15. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with OPTCL.
- 16. The service staff shall not accept any gratitude or reward in any shape.
- 17. The contractor / agency shall have his own Establishment/set up / mechanism / Training institute to provide training aids or should have tied up with a training institute for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.



- 18. Under the terms of their employment agreement with the Contractor/agency the Service staff shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor/agency.
- 19. The contractor/agency shall do and perform all such professional services, acts, matters, and things connected with the administration, superintendence, and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which OPTCL may issue from time to time and which have been mutually agreed upon between the two parties.
- 20. OPTCL shall have the right, within reason, to have any person removed that is considered undesirable or otherwise and similarly Contractor/agency reserves the right to change the staff with prior intimation to OPTCL
- 21. The contractor/agency will deploy supervisor/s as per the need given by OPTCL. The supervisor shall be required to work as per the instructions of OPTCL.
- 22. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor/agency and based on the documentary proof jointly signed by the representative of OPTCL and the contractor/agency /his representative/personnel authorized by him. No other claim on whatever account shall be entertained by OPTCL.

(a) In case any of contractor/agency 's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of supervisors absent on that particular day shall be levied by OPTCL and the same shall be deducted from the contractor/agency 's bills.

(b) In case any of contractor/agency's personnel deployed under the contract fails to report in time and contractor/agency is unable to provide suitable substitute in time for the same it will be treated as absence and penalty shall be levied by OPTCL.

23.In case any complaint is received attributable to misconduct/ misbehaviour of contractor/agency's personnel, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor/ agency's bill. Further, if found guilty after enquiry, the concerned contractor/agency's personnel, shall be removed from OPTCL immediately.



SECTION III: GENERAL INSTRUCTIONS TO BIDDERS

<u>(GIB)</u>

1. PROCEDURE AND SCHEDULE

a. Pre-Bid Meeting

- a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the RFP document or any other related issues.
- b) The Bidders designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the date mentioned in the table of "**Important Information**". at 11.00 AM in 4th Floor Conference Hall, OPTCL.

b. Amendment of RFP

At any time prior to the Proposal Due Date, OPTCL may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP through the issuance of Addendum / Corrigendum which will not be published in the newspaper. This can be seen in OPTCL website (**http://www.optcl.co.in**).

c. Preparation and Submission of Proposal

The interested bidders are requested to submit their proposal in two parts

The two parts shall be:

Part-1: Technical Proposal and;

Part-2: Financial Proposal

d. Technical Proposal

The technical proposal shall contain the information with supporting documents as specified in Section-II/4.2

e. Financial Proposal

The financial proposal of the agency/ firm those who fulfil the eligibility criteria specified in Section-II/4.2 shall be opened.

Financial proposal of all the bids will be taken up as per the information furnished by the Bidders. If any of the information



- 1. The Technical evaluation / statements/documents/certificates furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and the bidder is liable to be blacklisted.
- 2. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee and open the financial bids for the technically qualified bidders. The opening of financial bid shall be done by the opening officer.
- f. The date of opening of the financial proposal will be intimated through by E-mail/ phone by OPTCL to the technically qualified bidders.
- g. The financial proposal will be opened on the notified date and time in the presence of the bidders or their authorised representative who wish to be present.
- h. It is responsibility of the Bidder to furnish all the supporting evidence towards the eligibility. OPTCL reserves the right to cancel the Bid in absence of supporting documents.
- i. OPTCL reserves the right to verify the claims made by the Bidder and to carry out the capacity assessment of the bidder and OPTCL's evaluation committee decision shall be final in this regard.

j. Opening of the Bid :- Bid opening dates are specified during Request for Proposal (RFP) creation or can be extended vide corrigendum. These dates are available in notice inviting RFP. Bid opening can be done by the authorized officers of OPTCL which are defined during the RFP publication / approval stage.

k. Bidders are not required to be present during the bid opening at the opening location if they so desire.

1. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

m. The bidders shall fill in the rates in figure and should not leave any cell blank in the BOQ downloaded.

n. The line item total in words and the total amount shall be calculated properly. The price should be inclusive of all taxes and duties excluding GST which shall be paid extra as applicable.

Language and Currency

The Proposal and all related correspondence and documents shall be written in English language.

The currency for the proposal shall be Indian National Rupee (INR)

o. Evaluation

The Firm/Agency who will not qualify in the technical bid their financial bid shall not be opened. The bids which would meet the minimum conditions of eligibility specified in the Sec-II-4.2 will be evaluated in two stages.

- i. Technical Proposal and
- ii. Financial Proposal.



SECTION IV: REQUIREMENT OF SERVICE PERSONNEL

Details of manpower to be engaged by the Agency/Firm

SI					Reliever	
no	Category of staff	Morning	Gen Shift	Afternoon		Total in Number
		0600-1400	(0900-1700)	1400-2200		
Α	General Services					
1	Facilities Manager		1			1
B	House Keeping Services					
4	Supervisor	1		1		2
5	House Keepers	20		7	4	31
	TOTAL					34

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SECTION V: GENERAL CONDITIONS OF CONTRACT

1 Commencement of Service:

1.1 The contractor/agency shall commence providing his service within 15 (fifteen) days from date of notification of award of contract. Time is the essence of the contract and should be strictly adhered to by the contractor/agency.

2. Eligible Goods and/ or Services

2.1 All goods and/ or services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are grown, produced, mined or manufactured or from where the services are arranged and supplied.

3. <u>Proforma for performance statement.</u>

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

(Submit with documentary evidence ^{**})	

Request for Proposal						
(RFP) No./Work Name						
Date of						
Commencement						
Name and address of the	Name and address of the Bidder					
Order placed (full address of		Order	Description of Services	Value of order in	Period of	Remark on satisfactory
Employer)		No. and		Rs.	contract	performance (attach
		date				documentary evidence)
1		2	3	4	5	6

Signature and seal of the Bidder



4. Earnest Money Deposit (EMD)

4.1 The amount of Earnest Money to be submitted shall be **Rs.90,159.00** (**Rupees Ninety Thousand One Hundred Fifty Nine**) only.

- 5. **Performance Security**
- 5.1 Within 15 (fifteen) days from the date of issue of notification of award by the OPTCL, the contractor/ agency shall furnish performance security to the OPTCL for an amount of 10% of the Contract value in shape of Bank Guarantee/Demand Draft. The performance security shall be retained up to 6 (six) months after the date of completion of all contractual obligations by the contractor/agency.
- 5.2 The performance security shall be deposited in OPTCL through Demand Bank Guarantee/Demand Draft in favour of "D.D.O (Head Qrs.), OPTCL. Bhubaneswar" and payable at Bhubaneswar only. No other form of deposit will be entertained. No interest shall be paid on the performance security.
 - 5.3 In the event of any failure /default of the contractor/ agency with or without any quantifiable loss to OPTCL, the amount of the performance security is liable to be forfeited.
 - 5.4 In the event of any amendment issued to the contract, the contractor/ agency shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
 - 5.5 Subject to GCC sub clauses 5.1 and 5.3 above, the OPTCL will release the Performance security without any interest to the contractor/agency on completion of the contractor's / agency's all contractual obligations.
 - 6 Request for Proposal (RFP) Prices
 - 6.1 The bidder shall quote his rates in the space provided and unprotected in the Rate Column only in the price bid. The Fee shall be quoted in Rupees. GST as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. The price quoted shall be inclusive of all charges for providing 2 (two) sets of uniforms per year, I-Cards to all contractor /agency's staff deployed at the Building Premises ; boots, hand gloves, safety goggles, masks etc. to those required. The quality and colour code of such items of attire shall be as per recommendation of the Purchase Committee OPTCL. The Bidder shall bear all charges like transportation, insurance, expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the service. The bidder shall pay to the staff deployed by it at the Building Premises at least the minimum wages as fixed by the state government for un-skilled, semiskilled, skilled and High-skilled workers, dues, entitlements etc. as per the relevant statutes in vogue and



revised from time to time. He shall be reimbursed by OPTCL the statutory minimum wages for workers and other minimum statutory emoluments paid by it to its staff deployed at the Building Premises, as revised from time to time, on submission of documentary evidence for such with his monthly bill.

- 6.2 The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year + 1 year = full 3 years of contract period, as renewed on yearly basis on satisfactory performance, plus extension period, if any except minimum wages as revised by Govt. of Odisha from time time.
- 6.3 The bidder should quote rates in the Bill of Quantity (BOQ) in the space marked for quoting rates in the BOQ.
- 6.4 The rate quoted by the bidder should not be higher than the rates at which it may be running such services at other Government Institutes/ Ministries/ PSUs etc.

7. Terms and Mode of Payment

- 7.1 Payment shall be made in Indian Rupees subject to recoveries, if any, by way of price reduction or any other charges as per terms and conditions of contract.
- 7.2 The contractor/agency shall submit bills for payment due to him by 7th day of the preceeding month in duplicate to the Officer in-charge of OPTCL as per pro-forma in Section X.
- 7.3 Along with the above bill the contractor/agency shall certify and submit the following documents in duplicates too:
 - i. An abstract sheet of service delivers by firm to the Building Premises during the month. The abstract sheet should be prepared by firm in format. The abstract sheet shall be checked and verified by the appropriate authority of OPTCL. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor / agency with certificate that the services has been duly rendered satisfactorily by the contractor / agency for the period claimed in the bill.
 - ii. The attendance sheet of service staff deployed by the contractor/agency, duly authenticated daily by his designated staff of the contractor / agency and countersigned by appropriate authority of OPTCL. No payment shall be made for absentee employees.
 - iii. The bank statement showing the date on which the previous month's emoluments to the contractor/agency's staff deployed at the Building Premises have been paid through ECS. The contractor/agency shall provide the mandate form for ECS payment to its deployed staffs. The ESI Contribution relating to these workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). EPF Contribution relating to these workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). These expenses shall be reimbursed to the contractor/agency by OPTCL after proper verification.
- Self -declaration, "We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act".



v. The contractor/agency shall be absolutely and exclusively responsible for the payment of wages for the staff deployed in OPTCL **on or before the 7**th day **of each succeeding month** to protect the interest of these staff and to ensure smooth running of services in OPTCL, irrespective of whether or not he may be able to raise the bills or receive payments from OPTCL by that time. Payment shall be released to the contractor/agency after deduction of Income Tax deductible at source and other statutory deductions.

Additional compliances to be verified before payment of monthly contractor/agency's bill by OPTCL:

i. Performance Security as per GCC Clause 5 has been submitted

ii. Contract form as per Section X has been signed and exchanged by both the parties

iii.Contractor/agency's deployed personnel are wearing uniforms and

iv. Contract Labour Licence of contractor/agency submitted, as the case may be .

8. Variation, Delay in the Contractor/agency's Performance

8.1 The Contractor/agency shall perform the services under the contract as per quality, time schedules, deployable staff, other terms and conditions specified by OPTCL in the relevant clauses of the contract.

8.2 Subject to the provision under GCC clause 10&12, any unexcused variation in quality, quantity,

delay etc. by the Contractor/agency in maintaining its contractual obligations towards performance of

services shall render the Contractor/agency liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security.
- (iii) Termination of the contract for default.

8.3 If at any time during the currency of the contract, the Contractor/agency encounters conditions hindering timely performance of services, the Contractor/agency shall promptly inform OPTCL in writing about the same and its likely duration and make a request to OPTCL for its remedy accordingly. On receiving the Contractor/agency's communication, OPTCL shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Contractor/agency's contractual obligations by issuing an amendment to the contract.

9. Price Reduction

9.1 Subject to GCC Clause 10 & 12, if the contractor / agency fails to "**Providing Cleaning, Housekeeping & Sanitation works" at** OPTCL as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of OPTCL, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the taxable value of services supplied as per services Bill of Contractor/agency's Monthly Bill as liquidated damages per occasion of default from the contractor/agency's monthly bill. If the deductions exceed 6 % (six percent) of the total value of services supplied in any calendar



month, OPTCL may consider termination of the contract and hiring of alternative service at risk and cost of the contractor/agency as laid down in GCC Clause 10: Termination for Default.

10. Termination for default

10.1 OPTCL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Contractor / agency, terminate the contract in whole or in part, if the Contractor / agency fails to perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by OPTCL pursuant to GCC sub-clause 8.3.

10.2 In the event OPTCL terminates the contract in whole or in part, pursuant to GCC sub-clause 10.1 above, OPTCL may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor/agency shall be liable to OPTCL for the extra expenditure, if any, incurred for arranging such procurement.

10.3 Unless otherwise instructed by OPTCL, the Contractor/agency shall continue to perform the contract to the extent not terminated.

11. Termination for insolvency.

11.1 If the Contractor/agency becomes bankrupt or otherwise insolvent, OPTCL reserves the right to terminate the contract at any time, by serving written notice to the Contractor/agency without any compensation, whatsoever, to the Contractor/agency, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to OPTCL

12. Force Majeure

12.1 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/agency and not involving the Contractor/agency's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of OPTCL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

12.2 If a Force Majeure situation arises, the Contractor/agency shall promptly notify OPTCL in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by OPTCL in writing, the Contractor/agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.



12.4 In case due to a Force Majeure event OPTCL is unable to fulfil its contractual commitment and responsibility, OPTCL will notify the Contractor/ agency accordingly and subsequent actions taken on similar lines described in above sub-clauses.

13. Termination for convenience

13.1 OPTCL reserves the right to terminate the contract, in whole or in part for its (OPTCL's) convenience, by serving written notice on the Contractor/agency at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of OPTCL. The notice shall also indicate inter alia, the extent which the Contractor/agency's performance under the contract is terminated, and the date with effect from which such termination will become effective.

14. Modification of Contract

14.1 If necessary, OPTCL may issue a written order to the Contractor/agency at any time during the currency of the contract, to amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

a) Requirements and Specifications of the services.

b) Any other area(s) of the contract, as felt necessary by OPTCL depending on the merits of the case.

14.2 In the event of any such modification/ alteration causing increase or decrease in the cost of services to be supplied and provided, or in the time required by the Contractor/agency to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be and the contract amended accordingly. If the Contractor/agency does not agree to the adjustment made by OPTCL, the Contractor/agency shall convey its views to OPTCL within 15 (fifteen) days from the date of the Contractor/agency's receipt of the OPTCL's amendment/ modification of the contract.

15. Notices

15.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

15.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

16. Resolution of disputes

16.1 If dispute or difference of any kind shall arise between the OPTCL and the Contractor/agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.



16.2 If the parties fail to resolve their dispute or difference by such mutual consultation by either OPTCL or the Contractor/agency may give notice to the other party of its intention. In the case of a dispute or difference arising between the OPTCL and Contractor/agency relating to any matter arising out of or connected with the contract, such dispute or difference shall be resolved within the Jurisdiction of the Hon'ble Court situated at Bhubaneswar.

17. Applicable Law and Legal Suits

17.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17.2 All disputes would be decided at the Bhubaneswar jurisdiction.

18. General/ Miscellaneous Clauses

18.1 Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. OPTCL on the one side and on the other side the Contractor/agency a relationship of master and servant or principal and agent.

18.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

18.3 The Contractor/agency shall notify OPTCL of any material change that would impact on performance of its obligations under this Contract.

18.4 Each member/constituent of the Contractor/agency, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the OPTCL for performance of contract/services under the Contract. The Contractor/agency shall, at all times, indemnify and keep indemnified OPTCL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/agency /its associate/affiliate etc. All claims regarding indemnity shall survive the termination or expiry of the contract.

19. Governing language

19.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

20. Use of contract documents and information

20.1 The Contractor/agency shall not, without OPTCL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of OPTCL in connection therewith, to any person other than the person(s) employed by the Contractor/agency in the performance of the contract emanating from this RFP document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.



20.2 Further, the Contractor/agency shall not, without OPTCL's prior written consent, make use of any document or information mentioned in GCC sub-clause 20.1 above except for the sole purpose of performing this contract.

20.3 Except the contract issued to the Contractor/agency, each and every other document mentioned in GCC sub-clause 20.1 above shall remain the property of OPTCL and, if advised by OPTCL all of copies of all such documents shall be returned to OPTCL on the completion Contractor/agency's performance and obligations under this contract.

21. Award Criteria

21.1 The contract will be awarded to the evaluated responsive bidder to provide the Services at OPTCL.

22. Variation of Quantities at the Time of Award, During Currency of Contract

- 22.1 At the time of awarding the contract, OPTCL reserves the right to increase or decrease the scope of services mentioned in the relevant section(s) in Request for Proposal (RFP) without any change in the unit price and other terms and conditions quoted by the bidder.
- 22.2 The quantity of goods and/ or services mentioned in the relevant section(s) in RFP may be staggered during currency of the contract.
- 22.3 OPTCL reserves the right to extend the 3 (three) years contract by another 6(six) months on same terms and conditions at the end of 3 (three) years contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between OPTCL and contractor/agency.

23. Notification of Award

- 23.1 Before expiry of the Request for Proposal (RFP) validity period or completion of all process of this RFP whichever is earlier, OPTCL will notify the name of successful bidder by email / fax / post selected by OPTCL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to OPTCL the required performance security within 15 (fifteen) days from the date of issue of this Letter of Acceptance (LOA), failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clauses.
- 23.2 The Letter of Acceptance (LOA) shall constitute the beginning of the Contract and the 3 (three) year contract period shall commence from this date of notification.
- 23.3 The successful Bidder shall also physically submit original documents/ duly attested Photo-copies of all documents at the time of bidding.



24. Issue of Contract

24.1 Within 15 (fifteen) days of notification of award, the successful bidder will sign the contract form as per Section IX with OPTCL.

25. Non-receipt of Performance Security and Contract by OPTCL.

25.1 Failure of the successful bidder in providing performance security and / or signing contract shall make the bidder liable for forfeiture of its EMD and also, for further actions by the OPTCL against it as per the clauses of GCC: Termination for default.

26. General/ Miscellaneous Clauses:

26.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. OPTCL on the one side and the Contractor/agency on the other side, a relationship of master and servant or principal and agent.

26.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

26.3 The Contractor/agency shall notify OPTCL of any material change that would impact on performance of its obligations under this Contract.

26.4 Each member/constituent of the Contractor/agency, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards OPTCL for performance of contract/services under Contract.



SECTION VII: REQUEST FOR PROPOSAL (RFP) APPLICATION FORM

То

The Sr. GM (HRD) Gen. Admin. Head Qrs. Office, OPTCL., Bhubaneswar. Sub: Providing Cleaning, Up-keeping and sanitation for _____

Dear Sir,

I, the undersigned, is pleased to provide our offer for cleaning, up-keeping and sanitation service to OPTCL in accordance with your request for proposal No. dated

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.

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 VIII: Price Schedule/Bill of Quantity (Print Copy of BOQ)

Directions to bidders for quoting prices: Please consider only the following columns in BOQ and quote your all-inclusive price (excluding GST) for supply of one unit of service you intend to bid. GST shall be



paid for as applicable. Minimum wages etc. as per the relevant statutes in vogue shall be paid for by OPTCL, Odisha as revised from time to time by the Government of Odisha.

PRICE BID

For Cleaning, Up-Keeping & Sanitation work for OPTCL Head. Qrs. Office

Request for Proposal (RFP) Notice No. :

HRD,OPTCL _____

Dated___

1. Name of Bidder :

2. Rate per person per day (8 hours per day)

Cleaning, Up-keeping & Sanitation charges per month for OPTCL, Head Qrs. Office, (A) Detail of Manpower to be deployed and its cost.

SI.	Payment Details	Facility	Supervisor	Housekeeper
No		Manager	(High Skilled)	(Un-skilled)
1	Basic Minimum wages (Per Day)			
2	VDA (Per Day if any)			
3	(Basic + VDA) (Per Day)			
4	Employees Provident Fund (Employer's contribution)			
5	Employees State Insurance (Employer's contribution)			
6	SUB TOTAL RATE PER PERSON (3+4+5)			
7	Service Charges per person			
8	TOTALRATEPERPERSON (6+7)			
9	GST (As applicable)			
10	GRAND TOTAL (6 + 8 +9)			

*Break-up of the rate for each of the above item should be provided along with the copy of the Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt.(The above sheet must be accompanied with the Financial offer)

*Break-up of the rate for each of the above item should be provided along with the copy of the Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt. of Odisha.



Notes:

- 1. Financial bid would mean Annual Cleaning, Up-keeping and sanitation cost for 1(one) year.
- 2. Applicable Goods & Services Tax (GST) as per actual shall be reimbursed on production of proof.
- 3. The Bidder would not be paid any other cost apart from above items.
- 4. The Request for Proposal (RFP) is for providing Cleaning, Up-keeping & Sanitation services as per the service Level Requirements. The manpower indicated by the Authority in this Request for Proposal (RFP) is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment and consumables (except) etc. required for providing all services as per the scope of work defined in the Request for Proposal (RFP) document and provide a lump sum quote in the financial bid.

Authorized Signature [In full and Initials]: Name and Title of Signatory: Name of the Firm: Address:



Detail Break up for the Financial Offer

			Fc	or 1 Year			
SI. No.	Description of Item	Qty. (No.)	Unit Price (per month inclusive of all statutory dues)	Total Price	Total cost (in INR)		
			(IN INR)	(per month)	(for 1 years)		
				(in INR)			
1	Remuneration of Manpower						
a.	Facility Manager	1					
b.	Housekeeper Supervisor	2					
C.	Housekeeper	31					
		34					
2	Charges towards hiring of Housekeeping Equipments and Consumables	Lump sum					
3	Façade Cleaning	4682 Sqmt					
4	Pest Control	As per actual					
5	Garbage Collection, Segregation & Disposal	Lump sum					
6	Service Charges	%					
	Other Expenses (PI. Specify)						
Total Y	Total Yearly Cost (Rs.)						
In Word	ds						

The rates quoted shall be all inclusive except GST which shall be paid as applicable.

Authorized Signature [In full and Initials]: Name and Title of Signatory: Name of Firm: Address:



SECTION IX: CONTRACT FORM CONTRACT

[NAME OF THE SERVICE] BETWEEN

[OPTCL] AND

[SERVICE PROVIDER]

Dt.

[On Stamp Paper]

FORM OF AGREEMENT

	Thi	is C	ON	TRACT		is	made	:	on	the			betw	veen,
						_ (here	inafter	call	ed as	the "	OPTCL") v	which expre	ession	shall
where	the	context	so	requires	or	admits	s shall	also	inclu	de its	successors	or assigns	of the	one
part														
AND														

	,registered under	r		with its
principal place of business at			_ (hereinafter	called the
"Service Provider") of the 2 nd Part repr	esented by		, which	expression
where the context so requires or a	admits shall al	lso include its	successors	or assigns
of the other part				_
WHEREAS				

AND

WHEREAS above stated offer and willingness conveyed under Letter dated _____ by the Service Provider has been duly accepted by the OPTCL vide No. its Letter dated for and completion of facility related services subject to the fulfilment of the execution terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. <u>Scope of Work</u>:

The Service Provider shall engage efficient and experienced personnel to render the required service of [Name of the Service and Location] as described in **Appendix-3**.

2. <u>Agreement Period</u>:

This Agreement shall remain valid for a period of 1 year effective from the ______ to ______ (both days inclusive) may extended further.



3. <u>Contract Value :</u>

a) The total contract value is _____ [in words] only per Year for the period of contract except GST (as applicable] etc. pertaining to the [Name of the Service]as per the approved scope of work at Sction-II. The list of Equipment to be used to render the service is at Sction-II. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, semi-skilled, Skilled and high skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.

b) No other terms and conditions put forth by Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per Clause 8.1, 8.2 & 8.3 of Section-V stipulations of the RFP and the OPTCL is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

4. <u>Terms of Payment :</u>

a) [Name of the Department/Heads of Department/Other Office] will make payment on the basis of monthly bills furnished' by the service provider duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the OPTCL with compliance of all statutory documents. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the RFP and the OPTCL is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

b) <u>Security Deposit:</u>

The Service Provider shall have to deposit an amount of **equal to 10%value for services exclusive GST** in shape of Performance Bank Guarantee in favour of DDO OPTCL Hqrs. Office, Bhubaneswar. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

5. <u>Schedule for the Service :</u>

The schedule for the service will be provided by the Service Provider as per the agreed terms and conditions between the parties. The Service Provider shall deploy number of personnel for carrying out the services as described in <u>SECTION IV</u>.

6. <u>Authorized Representative :</u>

- a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- **b**) The Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by



an Authorized Representative of OPTCL, whose names will be intimated by the said OPTCL.

7. <u>Risk & Responsibility:</u>

- a) The Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at OPTCL Hqrs. against all liabilities for death and injury whatsoever on account of any accident in the course of performing the services. The OPTCL will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel deployed by the Service Provider.
- **b**) The Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the OPTCL.
- c) The Service Provider shall provide qualified uniformed staff to perform the services. The employees of Service Provider entering the premises of the OPTCL shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.
- **d**) The Service Provider shall conduct periodic general medical checkup of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- e) The Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- **f)** The Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the OPTCL.
- **g**) "Right man to for Right Job" shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.
- **h**) The Service Provider should submit attendance of its personnel deployed at the location and the report should be verified by the authorized officer from time to time.



8. <u>Statutory Compliances :</u>

- a) The Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI) Act, Employees Provident Fund(PF) Act, Employees Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Service Provider shall maintain proper records & documents and produce them to the authorized representative of the OPTCL as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- **b**) The Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent OPTCL and shall furnish as and when demanded.
- c) The Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the OPTCL only upon the Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
- **d**) The Service Provider shall provide First Aid facilities at the work place according to applicable laws.
- e) In the event of the Service Provider failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the OPTCL. The OPTCL may take appropriate action to recover the same from the Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

9. <u>Liability and Indemnity :</u>

The Service Provider shall be responsible and liable for and shall indemnify the OPTCL and keep OPTCL Hqrs. Office safe and harmless at all time against:

- a) Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the OPTCL directly or indirectly by reasons of.
- I. Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Service Provider or its facility staff.
- II. any theft robbery, fraud, or other wrongful action or omission by the firm and /or any of its facility staff



10. <u>Limitation of Liability :</u>

In any case the liability of the service provider shall not exceed One month agreed contract price per occurrence.

11. <u>Sub-Contracting :</u>

The Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party.

12. Loss/ Theft / Damage:

The Service Provider shall responsible for any and all losses, theft, damages caused to any equipment installations in the premises, fittings and fixtures, goods there in and any other properties belongs to the OPTCL because of any act of negligence, commission or omission of its employees while discharging their duties.

13. Exclusion of Consequential Loss :

The Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

14. <u>Breach of Agreement, Penalty & Termination of Agreement :</u> a) <u>Breach of Agreement :</u>

In case of breach of Agreement or default by the Service Provider, the OPTCL shall have a right of lien and first charge over all the properties of the Service Provider lying in the premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money with liberty to the OPTCL to terminate the agreement.

b) <u>Penalty :</u>

- i. The in case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Service Provider.
- ii. A quality check procedure will be developed by the OPTCL, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Service Provider.
- iii. Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Service Provider, the OPTCL shall give a written notice of the default and or omission or commission and the Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.
- iv. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the OPTCL shall have the right to deduct 50% of the supervision charges from the monthly bill of the Service Provider for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.



c) <u>Termination of Agreement :</u>

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the OPTCL shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly the Service Provider shall have right to terminate the contract in case the OPTCL fails to pay the admissible dues stipulated under clause-4 thereof on more than 3 occasions in a calendar year.

15. <u>Post Termination Responsibility of the Service Provider :</u>

Upon termination of this agreement, the Service Provider shall immediately deliver all the documents and any/all data, held by it and which are in possession/ custody/control of its facility staff to the OPTCL. The Service Provider shall also forthwith remove all its facility staff together with its machines./equipment whatsoever from the premises of the OPTCL under intimation of the designated OPTCL.

16. <u>Jurisdiction :</u>

The court situated in Bhubaneswar shall have jurisdiction to decide any disputes or litigations between the parties hereto.

17. The following documents attached hereto shall be deemed to be form an integral part of this Contract :

- **RFP Document.**
- All related document communication by the OPTCL and Service Provider.
- Performance Security Bank Guarantee.

Signature of Authorised Representative

(OPTCL)

Witnesses: On behalf of OPTCL

1.

2.

On behalf of Service Provider

1.

2.



Section X: Schedule of Payment of the Contractor/agency's Monthly Bill

.....Contract

no..... (Photo copy attached with this bill)

The appropriate authority of OPTCL shall verify this abstract sheet attached herewith and with the entries in made in the Service Register of OPTCL. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor/agency for the period claimed in the bill.

Abstract Sheet for Monthly payment

for

"Providing Cleaning, Housekeeping & Sanitation works at OPTCL., Head Qrs. Office, Bhubaneswar"

			For	one month	
SI. No.	Description of Item	Qty. (No.)	Unit Price (per month inclusive of all statutory dues)	Total Price	Remarks
			(IN INR)	(per month)	
				(in INR)	
1	Remuneration of Manpower				
a.	Facility Manager	1			
b.	Housekeeper Supervisor	2			
C.	Housekeeper	31			
		34			
2	Charges towards hiring of Housekeeping Equipments and Consumables	Lump sum			
3	Façade Cleaning	4682 Sqmt			
4	Pest Control	As per actual			
5	Garbage Collection, Segregation & Disposal	Lump sum			
6	Other Expenses (PI. Specify)				

GST as applicable shall be paid extra to the Service Provider.

Additional compliances to be verified before payment of monthly contractor/

agency's bill.



i. Performance Security as per GCC Section-III Clause 5 has been submitted

ii. Contract form as per Section IX has been signed and exchanged by both the parties for the first time by OPTCL.

iii. Contractor/agency's deployed staffs are wearing uniforms and ID Cards.

iv. Written job-responsibilities of each deployed staff of contractor/agency i.e. Contract Labour Licence

of contractor/agency submitted.

SECTION XI: CHECKLIST FOR BIDDERS

Sl Checklist

- 1 Proposal Security & processing
- 2 RFP Application Form
- 3 Notice Inviting RFP.
- 4 Income Tax PAN
- 5 Professional Tax Registration/ any Challan deposited in last six months from scheduled date of Request for Proposal (RFP) opening
- 6 GST Registration along with copy of last return filed
- 7 ESIC Code Number Allotment
- 8 EPFO Registration
- 9 Certificate of Incorporation/ Partnership Deed
- 10 Labour Licence
- ¹¹ Power of Attorney in favour of signatory of bid
- 12 Performance Statement as per format prescribed in GCC Clause with supporting documents
- 13 Audited Balance Sheet & Profit/ Loss A/c for last 3 years
- 14 Name, address of banker, account number
- 15 Address proof for registered and/or branch office of bidder, preferably in Bhubaneswar.
- 16 Bidder's undertaking as per Instructions to Bidders.
- 17 Price Schedule/ Bill of Quantity (BOQ)
- N.B. It is the responsibility of bidder to go through the RFP document to

ensure furnishing of all required documents in addition to above, if any.



APPENDIX-1

DAILY CHECKLIST FORM- ADMINISTRATIVE BUILDING

Date:

	Issue	Observa	Remarks	
1.	Material received are branded ones and stored properly.	Yes	No	
2.	All areas cleaned and no areas left out.	Yes	No	
3.	Building readied timely.	Yes	No	
4.	Workers are found in uniform.	Yes	No	
5.	Dusting of tables, chairs, furniture. done	Yes	No	
6.	Glass panes/windows/doors cleaned.	Yes	No	
7.	Floors are hygienically cleaned	Yes	No	
8.	Toilets hygienically cleaned	Yes	No	
9.	Replenished naphthalene balls, odonil, soap cakes in toilets	Yes	No	
10.	Garbage/ waste cleared from dust bins	Yes	No	
11.	Garbage/waste collected disposed-off in poly, bags	Yes	No	
12.	Stair case/Veranda cleaned with surf – weekly.	Yes	No	
13.	Tables, chairs etc. moved and swept – weekly.	Yes	No	
14.	De-pasting is done once in a week	Yes	No	
15.	Toilet paper rolls/liquid soap available.	Yes	No	
16.	Terrace cleaned – monthly	Yes	No	
17.	Drainage system is functioning properly. No leakage/overflow observed.	Yes	No	
18.	Any other item	Yes	No	
19.	Any other item	Yes	No	

Overall Housekeeping and Maintenance

Of Administrative Building:

Satisfactory / Not satisfactory

Name and Signature of Agency

Countersigned by the Authorized Officer of OPTCL



APPENDIX - 2

CHECKLIST FORM- OPEN AREA

Date:

	Issue	Observation		Remarks
1.	Sweeping / cleaning of Roads	Yes	No	
	inside the premises.			
2.	Sweeping / cleaning open areas	Yes	No	
	inside the boundary wall.			
3.	Garbage collected and properly	Yes	No	
	covered for disposal.			
4.	Disposal done properly.	Yes	No	
5.	Drainage system functioning	Yes	No	
	properly- No overflows anywhere.			
6.	Parking area in front of building	Yes	No	
	cleaned			
7.	Security cabin cleaned	Yes	No	
8.	Papers/polythene bags/waste	Yes	No	
	materials removed			
9.	DG Set area cleaned	Yes	No	
10.	Garages	Yes	No	
11.	Any other item	Yes	No	

Overall Housekeeping and Maintenance of Open Area: Satisfactory/Not satisfactory

Name and Signature of Agency

Countersigned by the Authorized Officer of OPTCL



APPENDIX – 3

LOCATIONS / AREAS FOR SANITATION AND HOUSEKEEPING SERVIECS

Sl.	Loca	tions	Covering the areas	Toilet Area
No.			(in square feet)	
1	OPT	CL Multi-Storeyed Building		
	i)	First Floor	7434.95	365.05
	ii)	Second Floor	6994.05	305.95
	iii)	Thirds Floor	6934.44	365.56
	iv)	Fourth Floor	7025.61	274.39
	v)	Ground Floor	1400	
	vi)	Fire Escape	800	
	vii)	Staircase Portion	1160	
	viii)	Parking Area	6993.13	
2	Grou	nd Floor and First Floor of	19533.10	952.82
		DCO Building		
3		and Floor, First Floor, Second Floor	42618.91	1315.68
		nance Wing including General		
	Bran	ch & Pensioner's Rest Room		
4	Grou	nd Floor and First Floor of	22844.29	998.55
		nical Wing		
5		oorate Planning Building		
		ral Issue Section (Ground Floor)	820.77	78
		Section (2 nd Floor) & TC	4501.42	230.20
		ing & Development Branch of	1574	140.98
	OPT	CL Hqrs. Office and Library		
6	Powe	er Community Centre	3736	83.56
7		er Hospital	3041	416.74
8	Electrical Maintenance Cell		787	68.81
9		case of GRIDCO, FW, TW, CP	3200	
	Build	<u> </u>		
10	Civil Work Section No. III Building		1282	80
11	Resid	lential office of CMD	6000.42	430.20
12	(1 st F	loor) Vigilance Section	320	



APPENDIX - 4

LIST OF TOOLS, EQUIPMENTS AND GADGETS PROPOSED TO BE DEPLOYED FOR HOUSEKEEPING WORK ANNEXURE-I

Sl. No.	Item	No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

The terms and conditions contained in the Request for Proposal (RFP) document are acceptable to us.

Signature of authorized person Name_____ Designation Seal



APPENDIX - 5

List of materials and consumables proposed to be used for housekeeping work

Please indicate the list of materials and consumables proposed to be used on monthly basis in carrying out the housekeeping activities at OPTCL, Bhubaneswar. This should be based on the assessment after physical inspection and should be adequate for properly carrying out the housekeeping jobs specified in Annexure-I

Sl. No.	Item	Unit	Brand	Proposed quantity per month
1	Liquid Soap			
2	Hand Wash (Dettol			
	sensitive / original)			
3	Sanitary Cubes			
4	Deodorizer			
5	Air Freshener			
6	Phenyl			
7	Toilet Roll / Tissue Paper			
	Roll			
8	Tissue Box			
9	Bleaching			
10	Marbo / Marbol Clean			
11	Naphthalene Ball			
12	Harpic			
13	Colin			
14	Room Freshener			
15	Wet & dry mop			
16	Chrome Polish			
17	Hard Broom			
18	Soft Broom			
19	Coir Brush			
20	Dry Mop Stick set			
21	Dry Mop refiil			
22	Dust Pan			
23	Duster			
24	Floor Liquid			
25	Glass wiper (Big &			
	Small)			
26	Gramaxine			
27	Eazy Mop set			
28	Easy Mop Set refill			
29	Odonil			



30	Toilet Cleaner		
31	Urinal Cubes		
32	Bucket		
33	Mug		
34	Dust Bin (Big)		
35	Dust Bin (Small)		
36	Feather Brush		
37	Garbage Bag		
38	Napkin		
39	Hit		
40	Mosquito Oil		
41	Tissue Paper		
42	Wiper		
43	Good Knight Kit with		
	liquid		
44	Flash Cleaner		
46	Oxalic Acid		

(Please attach extra sheet if required, duly signed with seal)

The terms and conditions contained in the Request for Proposal (RFP) document are acceptable to us.

Signature of authorized person Name_____ Designation Seal



APPENDIX - 6

PERIODICITY CHART OF HOUSE KEEPING SERVICES:

1	Mechanized vacuum cleaning, Sweeping & mopping open space within the compound(The agency has to keep the one scrubbing machine, three heavy duty vacuum cleaners available at site all the time)	Once in a day
2	Sweeping and Mopping Staircases	Once in a day
3	Cleaning of open terraces, roof, road/basement	Once in a day
4	Dusting of furniture/wall paneling	Once in a day
5	Cleaning of planters, statues	Once in a day
6	Clearing of inside sewerage	Once in a day
7	Cleaning & Washing of dustbins with detergent	Once in a day
8	Providing blue eco-friendly cubes in all urinals	Once in a day
9	Putting Odonil in all toilets	Once in a day
10	Spray of air freshener in all cabins and hall/working area	Twice in a day
11	Curtains, blinds and windscreen cleaning including removing of stains, brushing with soft brooms, removing stains with approved quality stain remover as directed	
12	Cleaning of toilets, sinks, khurras, wash basins, urinal basins by using Eco-friendly bio-products cleansing material using bio- blocks for gents toilets, only of reputed brands	
13	Disposal of rubbish	Twice in a day, before 9.00 AM and at 5.30 PM in presence of Security Staff.
14	Sweeping and mopping Lobbies & corridors/ Reception / Pantries / Kitchen.	
15	Vacuum cleaning of curtains/venetian Blinds/sofa sets/chair cushions/seats etc.	Once in a week
16	Cleaning of telephones with approved quality cleansing material and perfuming telephone instruments with the help of experienced personnel.	Once in a week
17	Cleaning of computers, printers, fax machines, photocopiers, key boards etc. with approved quality cleaning materials with the help of experienced personnel.	



18	Cleaning of buckets/mugs with Vim/detergent.	Once in a week
19	Cleaning of toilet walls skirting/tiles of walls with Eco-friendly bio- product cleansing material using bio-blocks for gents toilets, only of reputed brands.	Once in a week
20	Cleaning of Chajjas	Once in a week
21	Cleaning of window panes/door panes/wall paneling	Once in a fortnight
22	Cleaning/sweeping of floors of office premises, pantries, exposed areas as well as back-sides, corners and below the furniture items (with Eco- friendly bio-products cleansing materials of reputed brands)/removing cabinets/almirahs etc. with water/ cleanzo/ chemicals/ detergents/ brushes/ brooms/ clothes/rugs/dusters / /vacuum cleaners. Disposal of rubbish as per approved quality cleaning.	Once in a fortnight
23	Removing cobwebs with vacuum cleaner, dusters, brushes etc.	Once in a fortnight
24	Removal of bushes, Shrubs etc.	Once in a fortnight
25	Cleaning of fans/switch boards/wall/tube lights/ wall hangings etc.	Twice in a month
26	Cleaning/dusting of ceilings, covered beams, removing cobwebs, sort dust with dusters, vacuum cleaners, brushes all of approved quality as per directions at monthly intervals with Eco-friendly bio products cleansing materials of reputed brands.	
27	Shifting of furniture/fixture and other articles from various floors.	As per requirement
28	Inspection of all false ceiling and re-fixing the panels in position. The panels which cannot be fitted(damaged) shall be removed and replaced with new panels(cost of new panels will be paid separately)	
29	Spray of Insecticides, mosquitos and Rodents repellents (eco- friendly)	Daily in the evening
30	Anti-termite treatment on all floors of the complex described in the area score of work of the Request for Proposal (RFP)	Quarterly
31		Daily or as and when required
32		As an when required



<u>NOTE</u>

- i) The agency's staff should wear immaculate dress with company's logo and photo identity card.
- ii) The Agency to provide good quality Naphthalene Balls, Odonil, Phenyl, Mosquito, Rat repellents (Eco friendly), Toilet Soap, Vim, Detergents, Liquid Soap, Homacol, Toilet paper, Urinal cubes, room fresheners, air fresheners, certified ISI mark Eco friendly cleaning materials, Cleanzo, Harpic, Glass cleaner acids etc. from time to time and as and when required. The quality and quantity shall be approved/determined by the Corporation. As far as possible all the materials used for cleaning and maintenance should be Eco friendly.
- iii) In case it is observed that the cleaning material used is of inferior quality or insufficient quantity is used, the Corporation will reserve the right to purchase the same itself and deduct the cost thereof from the monthly bill payable to the agency.
- iv) Agency shall maintain Date Chart/Register for weekly/fortnightly/monthly services provided and copies of Charts with date of work done must be attached with monthly bills.
- v) The Agency shall provide adequate number of sweepers, supervisors.
- vi) Materials, consumables, appliance, tools, brooms, brushes, dusters, vacuum cleaners, wipers, buckets, drums, mops etc. and other cleaning materials shall be arranged by the agency for house-keeping services
- vii)The periodicity/frequencies for cleaning mentioned at Annexure-I above are minimum required.

However, the building is to be maintained dust and stain free.

- viii) Sweeping, cleaning of all parts as per specifications. All the above activities shall be completed before 9.00 AM on working days. An activity performance card / report as per pro-forma approved by the Corporation to be displayed on each floor at the specified place provided for this by the Corporation for inspection.
- ix) The agency/workers will maintain cleanliness of toilets by using bio-blocks (waterless urinal system) and Eco friendly bio-products of reputed brand cleansing materials for office premises; use of bio-blocks in toilets with cleansing liquid of Dry- earth from Asianol biotech, Blu-Away & Citra Clean concentrate (multipurpose cleansing liquid) for office premises lavatories, pantries, floors, cabins, rooms, halls, corridors, lobbies, reception, staircases, lifts, terraces etc. and will attend to any unforeseen jobs as well as exigency of work. No extra payment on this account shall be made.
- x) Premises should be maintained mosquito free, cockroach free, termite free, flies free, rodent free. Hit, Finite, Bygone Spray etc. should be applied as and when required to keep the premises mosquito, cockroach, termite, flies and rat free at regular intervals.



- xi) In case of any Office, Premises requires sweeping, cleaning, dusting etc. on Sundays/Holidays the same work will be attended by the Agency and no extra payment on this account shall be made by the Corporation.
- xii) Collecting all type of Garbage, Malva, Slush, Dismantled items, Kuchra etc. from various points in the open area of the whole specified areas above and disposing of the same away from the Corporation's complex to the Municipal Dump.

I / we agree with the terms and conditions as described above.

Signature with seal of the Bidder