

ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking) Regd.Office: Janpath: Bhubaneswar-751022. Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in CIN:U4102OR2004SGC007553

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#### e -TENDER NOTICE NO: CPC-16/2021-22

Odisha Power Transmission Corporation Limited, Bhubaneswar invites bids (in e-Tendering mode only) under two part bidding system from the reputed Firms / Agencies for providing Facility Management Services for Housekeeping, Sanitation and Catering services at OPTCL Power Training Centre, Chandaka, Bhubaneswar for a period of two (02) years from the date of commencement of the Agreement.The bidder (s) can free view / download the tender documents from official Website of OPTCL "<u>www.optcl.co.in</u>" / etender portal of OPTCL "<u>www.tenderwizard.com /optcl</u>".

1) The intending bidder (s) shall have to pay the non-refundable tender cost of ₹ 7,080/-(Rupees Seven thousand and eighty) only including GST@18% to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card)].

2) The bidders shall have to submit the non-refundable tender processing fee of ₹ 2,360/- (Rupees Two Thousand Three Hundred Sixty) Only including GST through e-payment mode directly to K.S.E.D.C.Ltd, Bengaluru.

(Note: For tender processing fee to K.S.E.D.C Ltd. Bengaluru, the bidder can use various modes of e-payment facility available on Tender wizard portal i.e. by Credit Card, Debit Card and Net Banking)

**3)** The prospective bidder (s) are advised to register their user ID, Password, Company ID with e-tender portal of OPTCL "<u>www.tenderwizard.com/optcl</u>" by clicking on hyper link "Register Me".

**4)** Any clarifications on the scope of work and technical features of the tender can be heard from the undersigned during office hours.

#### CHIEF GENERAL MANAGER, CPC

# **TENDER SCHEDULE**

Sl No	Particulars	Details			
1	Name of the	Providing service of manpower/catering on contract (outsourced) basis.			act (outsourced) basis.
	work	Lot I	Services for Sanitation	Cacility Management or Housekeeping & work in OPTCL	Period of engagement 02(Two) Years
		II	Chandaka, Providing ( OPTCL Pow	Training Centre, Bhubaneswar. Catering services in ver Training Centre, Bhubaneswar	02(Two) Years
2	e-tender Notice No. & spec. No			nder specification No. n & Catering-16/2021	SGM-CPC-PTC-Chandaka-
3	Destination	OPTCL Po	ower Training	g Centre, Chandaka, E	Bhubaneswar
4	Estimated Cost of the Work. (IN INR)	Lot Lot		₹ 30,22,222/- ₹ 49,67,231/-	
5	Cost of Tender documents (IN INR)	<b>₹ 7,080/-</b> (Rupees Seven thousand and eighty) only including GST [to be paid online through e-payment gateway link provided in e-tender portal. (by using Net Banking, Debit Card or Credit Card)] (non-refundable)			
<mark>6</mark>	Tender Processing fees.	<b>₹ 2,360</b> /-(Rupees Two Thousand Three Hundred Sixty) only including GST. Note: For payment of tender processing fee to K.S.E.D.C Ltd. Bengaluru, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.(non-refundable)			
<mark>7</mark>	EMD	NIL	, <u>,</u>	, , ,	
8	RequestforOnlineBidDocument	From Date	ed. 18.9.2021,	11.00 Hrs	
<mark>9</mark>	Issue of Online Bid Document			021, 11.01 Hrs 021, 12.46 Hrs	
<mark>10</mark>	Date, Time and Place for Pre- Bid Conference	Considering Covid-19 restrictions, there shall be no pre-bid meeting. However, interested bidders may mail there queries related to tender to sgm.cpc@optcl.co.in on or before Dated 24.7.2021. No queries shall be entertained after schedule date, For tender details, bidders may also contact> DGM(HRD), OPTCL, Bhubaneswar Contact No: 9438907099			
11	Receipt of bids	> Up to Dated. 8.10.2021, 13.00 Hrs			
12	Opening of Technical Bids (Part-I)	On or after Dated 8.10.2021, 15.00Hrs			
13	OpeningofPriceBids(Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.			

# CHIFE GENERAL MANAGER, CPC

# **TENDER SPECIFICATION**

# LOT-I

Providing Facility Management Services (Housekeeping & Sanitation) in OPTCL Power Training Centre, Chandaka, Bhubaneswar.



# ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଃ.

**ODISHA POWER TRANSMISSION CORPORATION LIMITED** 

OFFICE OF THE SENIOR GENERAL MANAGER (HRD)

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

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# SECTION-I

# Instruction to Bidders

# (1) General Information:

a) OPTCL requires the service of reputed, well established, financially sound, and registered Service Providers to provide Facility Management Services (Housekeeping & Sanitation) in OPTCL Power Training Centre, Chandaka, Bhubaneswar by deploying adequately trained and disciplined manpower as per requirement.

b) The period of contract for providing the aforesaid service will be ideally for 2 year from the date of the contract. The contract may be extended for a period of 1 year on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.

c) The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

# (2) Eligibility Criteria

- a) The Registered Office or Branch Office of the bidder must be located within the jurisdictional area of Odisha.
- b) The bidder should be registered under appropriate authority, such as:
  - ▶ Registered under the Companies Act 2013
  - ▶ Registered under the Indian Partnership Act, 1932
  - ▶ Registered under the Indian Trusts Act, 1882
  - ▶ Registered under the Societies Registration Act, 1860.
  - ▶ Registered under the Limited Liability Partnership Act, 2008.
- c)The Bidder must have minimum quality certification of ISO 9001:2015 for ISO 45001:2018/OHSAS certification.

d) Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.

e) The bidder must have at least Three years of experience in similar nature of work as on the date of bid opening i.e. providing Cleaning & Sweeping / Facade Cleaning/ Garbage Collection / Pest Control services to Central/State Government/Autonomous bodies/ agencies / societies / corporate bodies, for more than 30,000 ft<sup>2</sup> of Super Built-up area in a single contract.

f) The average Annual Turnover of the bidder from House Keeping & Sanitation services shall be more than Rs.0.50 (Fifty lakhs) in the last three years as on the date of bid opening.

g) The bidder should have a minimum strength of 100 workers under its payroll. Firm should possess capability of providing adequate numbers of skilled manpower including woman employee to attend all types of works for which Tender is floated. h) The Bidder whose Contract/Agreement with OPTCL had been terminated/failed to perform will not be eligible to participate in the bidding. Further, the agency should not have blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of bid opening.

i) Must not have any pending judicial proceedings for any criminal offence against the bidder.

j) The bidders must have ongoing projects in & around Bhubaneswar, Cuttack & Puri.

k) Capability of providing adequate numbers of skilled manpower including woman employee to attend all types of works for which Tender is floating.

1	Organizational capability	[Total 30.0 marks]
	Average annual turnover of the bidder in the last 3 (three) financial years (FY 2017-2018, 2018-19 & 2019-20). Relevant quality certificate from a recognized institution for related product or service. Number of workers on bidders'	<ul> <li>Additional 1 mark for each additional turnover of INR 50 lakhs subject to a max. of 5 additional marks</li> <li>For ISO 9001:2015 certification - 3 marks</li> <li>For ISO 45001:2018/ OHSAS certification - 2 marks</li> </ul>
	payroll. No. of years of experience	1 mark for additional each 50 workers limiting to a maximum of 5 marks
	working with Odisha based client.	<ul> <li>Above 3 years: 4 marks</li> <li>Above 5 years: 5 marks</li> </ul>
	<ul> <li>(Cleaning &amp; Sweeping / Façade Cleaning/ Garbage Collection / Pest Control).</li> <li>2) Undertaken projects with annualized contract value not less</li> </ul>	<ul> <li>1 mark for additional 1 year of experience limiting to maximum of 5 additional marks</li> <li>2 marks for each finalized project [Limiting to maximum 6 projects].</li> </ul>
	than INR 50 Lakh during the last three (3) financial years in the field of Cleaning & Sweeping/ Façade Cleaning/ Garbage Collection/ Pest Control. <b>Presentation</b>	2 marks for each ongoing project [Limiting to Maximum 4 projects]. [Total 40.0 marks]
)	The bidders fulfilling eligibility criteria shall give a presentation. Bidder's presentation shall be evaluated on the following points.	<ul> <li>Understanding of the assignment - 6 marks.</li> <li>Approach and Methodology - 6 marks.</li> <li>Standard operation procedures adopted - 7 marks.</li> <li>Quality control and testing procedures - 7 marks.</li> <li>Technological solutions - 7 marks.</li> <li>Training to personnel - 7 marks.</li> </ul>

# 3) Evaluation methodology:

# Notes:

# (i) Minimum Technical (Organizational capability/Technical capability/ presentation) Scoring Criteria is 50 out of 100.0 marks. Those who score less than 50 shall not be considered for Price Bid opening.

(ii) Intending Agency / Firm are advised to inspect the site and its surroundings and satisfy themselves before submitting their Tenders. So that prior to participate in the Tendering process they can be well conversant with the nature of the work and area of operation and whether or not they are capable to provide the service in discipline and regular manner. If a agency participates in the Tendering process, it will be presumed that the intending Agency / Firm has already visited the site and is well acquainted / conversant of the work and area of operation. No complaints regarding his inconvenience shall be entertained after the work is awarded to Agency / Firm who came out successful in the Tendering process.

(iii) The value of the Contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.

(iv) Bidding in the form of consortium is <u>NOT</u> allowed.

# 4) Registration/Downloading of tender document:

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

OPTCL reserves the right to reject any bid, which is not submitted/deposited according to the instruction, as stipulated in the notification. The participants to the tender should be registered under ODISHA GST Laws.

(i) For all the users it is mandatory to procure the Digital Signatures.

(ii) Contractors / Bidders are requested to follow the below steps for **Registration**:

(a) > Click "**Register**", fill the online registration form.

(b) Pay the amount of Rs.2,360/- including GST through DD in favor of K.S.E.D.C Ltd Payable at Bangalore.

(c) Send the acknowledgment copy for verification.

(d) As soon as the verification is being done the e-tender user id will be enabled.

(iii) After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.

(iv) If any Bidder wants to participate in the tender he will have to follow the instructions given below:

(a) Insert the PKI (which consist your Digital Signature Certificate) in your System.

(Note: Make sure that necessary software of PKI be installed in your system).

(b) >Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).

(c) Go to Start > Programs > Internet Explorer.

(d) Type **www.tenderwizard.com/OPTCL** in the address bar, to access the Login Screen.

- (e) Enter e-tender User Id and Password, click on "Go".
- (f) > Click on "**Click here to login**" for selecting the Digital Signature Certificate.
- (g) Select the Certificate and enter DSC Password.

(h)Re-enter the e-Procurement User Id Password.

(v) To make a request for Tender Document Bidders will have to follow below mentioned steps.

- Click "Un Applied" to view / apply for new tenders.
- Click on Request icon for online request.

(vi) After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:

- > Click to view the tender documents which are received by the user.
- > Tender document screen appears.
- > Click "Click here to download" to download the documents.

(vii) After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

>Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

>Note down / take a print of bid control number once it displayed on the screen.

(viii) Tender Opening event can be viewed online.

(ix) Competitors bid sheets are available in the website for all.

(x) For any e-tendering assistant contact help desk number (Bangalore-**080-40482000**).

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

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

# 5) <u>Participation in bid:</u>

The Tenderers are required to submit the tender in two parts i.e. Part-I (Technical bid) and Part-II (Price Bid). Only those service providers who have deposited the cost of tender specification & fulfils eligibility criteria as laid down in **2.0 & 3.0** are eligible to participate in the tender.

# 6) <u>Submission of Technical Bid (Part-I):</u>

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

(a) **Tender document cost**: Cost of tender paper to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).

(b) **Tender processing fee**: The bidders shall have to submit the non-refundable tender processing fee of ₹ 2,360/- (Rupees Two Thousand Three Hundred Sixty) Only including GST through e-payment mode directly to K.S.E.D.C.Ltd, Bengaluru.

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

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

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

1	Covering letter along with power of attorney on the bidder's letter head							
2	Demand Draft/e-payment receipt in support of Tender cost and Bid							
	processing fee as applicable							
3	Copy of Certificate of Incorporation of the firm / agency							
4	Copy of GSTIN							

5	Copy of PAN				
6	Copies of IT returns for the last three assessment years				
7	Copies of EPF & ESI Registration Certificate				
8	Copy Bank Account details				
9	Copies of the Income/Expenditure statements along with Balance Sheet for				
	the last 3 years				
10	Copies of work orders from the previous organizations for providing services				
	during last 5 years				
	Copies of Certificates from the clients for satisfactory performance for the				
	services extended in last 5 years.				
11	Undertaking regarding non-blacklisting (On stamp paper)				
12	Undertaking regarding non-pending of any judicial proceedings (On bidder's				
	letter head)				
13	Information desired regarding eligibility criteria as per format given at				
	Annexure-II A.				
14	NEFT details of the Banker of the agency with complete profile.				
15	All other documents required as per eligibility criteria & Technical scoring				
	criteria				

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

- (1) Power of Attorney/authorization for signing the bid documents (in Form-T3).
- (2) Demand draft/e-payment receipt towards tender cost and tender processing fee.

# 7) Submission of Price Bid (part-II):

The tenderers are required to fill up the Price Bid in the excel format available in tender portal. Bidders are requested to read the terms and condition carefully before quoting their price offer.

8) **Conditional Offer:** Conditional offer shall not be accepted.

# 9) Opening of Bids.

(i) The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in e-tender portal on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed to submit their clarifications in the prior to scheduled date and time notified in tender portal.

On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected.

If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

(ii) When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.

(iii) The price bids of the technically and otherwise acceptable bids shall only be evaluated.

It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

(iv) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.

(v) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

(vi) The Tender shall be evaluated at the Corporate Office and the job may also be split among more than one Tenderer if considered necessary in the interest of the Management. OPTCL may alter the number of Manpower at the time of placing orders. Initially the order may be placed for lesser numbers with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.

(vii) <u>Management's Right to Reject Bids</u>: The Management reserves the right to reject any or all the tenders without assigning any reasons what so ever.

**10)** <u>Validity of the Bids</u>: The tenders should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

**11)** <u>**PRICE:**</u> Tenderers are requested to quote-'FIRM' Price. No deviation from **FIRM PRICE** will be entertained irrespective of deviation clause No.7 of this part of the specification.

#### 12)Tenderers to be fully conversant with the clauses of the Specification: -

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the Senior General Manager (Central Procurement Cell) OPTCL. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

#### 13) Security deposit:

(i) The successful Bidder, to whom work order is issued shall be required to furnish a security deposit @ 3% of the annual contract value in shape of Demand Draft or Pay Order drawn on any scheduled Bank in favor of the D.D.O (Head Qrs.), OPTCL and payable at Bhubaneswar or in the form of Bank Guarantee (B.G) from any Nationalized Bank drawn in favor of Odisha Power Transmission Corporation Limited, Bhubaneswar and payable / En cashable at Bhubaneswar covering the contract period. The same shall be submitted by the agency during office hour to the <u>Sr. GM (HRD)</u>, OPTCL, Janpath, Bhubaneswar – 751022.

(ii)The Security Deposit amount with validity equal to the period of contract with a claim period of additional two months. The BG is to be submitted within 15 days from the issue of LoI / work order and signing of the Agreement.

a) The Security Deposit shall be refunded only after satisfactory execution and completion of the contract.

b) In case, the contract is further extended beyond the initial period, the validity period of the Bank Guarantee shall be extended accordingly.

c) No interest will be paid on Performance Security Deposit Amount.

d) Whenever any claim against the Agency / Firm for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum by appropriating in part or whole of the Security Deposit of the Agency / Firm. In the event of the Security Deposit being insufficient, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may fall due. Agency / Firm shall pay to the Company on demand any

balance remaining due.

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

(iii)In case of breach of any terms and conditions of the agreement, the Security Deposit of the Bidder/ Agency shall be liable to be forfeited besides annulment of the Agreement.

# 14) Terms of payment:

(A)No advance amount shall be paid to the Bidder / Agency. The Bidder / Agency shall submit the monthly bill to the Officer-in-charge of Power Training Centre Chandaka in respect of Manpower deployed after making payment to deployed personnel for the previous month along with the following documents within 2<sup>nd</sup> week of the succeeding month:

 $\succ$  Tax Invoice in triplicate mentioning the Order No. and date of OPTCL for such engagement with certificate regarding wage remittance within 7<sup>th</sup> of the succeeding month.

> Statement of attendance duly certified by the OPTCL.

> Wage summary indicating details of the persons engaged (Name, wage paid, PF A/c No., ESI A/c No, PF & ESI Deposited for previous month along with the documentary proof of payment duly certified by the contractor/ Agency & the authorized officer of OPTCL).

> Copy of ECR (Electronic Challan-cum-Return) of the EPF & ESI deposited for previous month with transaction ID No. of regarding successful deposit of EPF & ESI.

> The amount towards TDS shall be deducted at source in all Units of OPTCL.

> The TDS under GST in case of supply of service shall be deducted, as applicable.

> Proof of remittance of wages to the personnel engaged by contractor/agency, through banking mode (no cash transaction is allowed) for previous month such as monthly advice submitted to the Bank for crediting respective personnel's Bank A/c towards monthly wages and copy of Bank Pass Book showing payment of wages to the deployed personnel.

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

1. Monthly return of ECR (P.F deposit) in PDF format & transaction ID regarding successful deposit of EPF dues

2. Monthly return of ECR (ESI deposit) in PDF format & transaction ID regarding successful deposit of ESI dues.

(C) Opening of Bank Accounts by the deployed Manpower working under the contractor / Agency is mandatory. Payment to deployed personnel should be made through Bank only. No cash payment will be allowed.

(D) The contractor / Agency shall ensure that S/B Accounts of the deployed personnel get credited within 03 working days from the date of sending advice to Bank for payments and the amount credited is the same as the net wage as per the wage slip.

(E)The agency shall have no claim whatsoever against OPTCL for any loss / damage caused to the contractor / Agency by reasons of war, riot, commotion, disturbance, pestilence, epidemical sickness, strike, lockout, earthquake, fire, storm, flood, explosion or any change in the nature, breakdown of plant or machinery for whatever reasons.

(F)The contractor / Agency shall resume the work as soon as such accountability has ceased to exist of which the Management of OPTCL shall be the sole judge. If the

performance in whole or part any terms / obligations under the contract is prevented or delayed by any such eventuality for a period exceeding seven days, the contract may be terminated at the discretion of the executants of OPTCL.

(G)The Authority of OPTCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

(H)All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

(I)The successful contractor / Agency will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

(J)The contractor / Agency shall furnish the records / documents / ECR & transaction ID in respect of Statutory Deposits against each Manpower to the Officer concerned of OPTCL as and when required, failing which the Management has every rights to terminate the contract with one month notice to that effect.

#### **15) Other information**:

(i) Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be outrightly rejected.

(ii) All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

(iii) To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

(iv) The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

(v) The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

(vi) The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

**Note:** Bidders are advised to study carefully the Tender documents and the condition and if likes, also inspect the site of the Power Training Centre, OPTCL.

# Check list for document to accompany Technical bid:

SI No	Clause reference	Documents to be uploaded
1	Clause 2(a)	Valid address proof of the registered office
2	Clause 2(b)	Certificate of Incorporation/ Registration
3	Clause 2(c)	Copy of ISO/OHSAS certification.
4	Clause 2(d)	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF
•		Registration, ESI Registrations.
5	Clause 2(e)	<ul> <li>Work specified Orders/ Contracts/ Agreements.</li> </ul>
		<ul> <li>Relevant contracts or Work orders or Agreement containing the</li> </ul>
		scope of services, the value of Contract or Work order or
		Agreement.
		<ul> <li>Performance certificate from their clients/employers regarding</li> </ul>
		successful completion of the services.
		► In case value of the contract is not mentioned in the contract or
		work order or agreement, then the value must be mentioned in
		the Performance certificate issued by the clients/employers.
6	Clause 2(f)	Copies of audited financial statements should be furnished;
0		
		CA Certificate regarding turn-over from Housekeeping Sanitation Services to be submitted
7		
7	Clause 2(g)	Copy of latest Electronic Challan Cum Return of EPF&ESI to be
		enclosed.
		Alternatively, a certificate from the Bidder's statutory auditor
		certifying the number of workers on the Bidder payroll (as on date
		of Tender) shall also be considered as valid supporting document.
		However, the Bidder shall submit the summary sheet of ECR/
		Payment confirmation receipt. OPTCL may carry out verification of
		the same if required.
		Certificate from the auditors that:
		i) Up to date PF has been deposited with the RPFC authorities.
		ii) Up to date ESIC dues have been paid to ESIC authorities.
		iii) Bonus has been paid to the all eligible employees for the last
		accounting year
8	Clause 2(h)	► Decision of OPTCL in this regard is final & bidding on all such
		entities.
		► An undertaking to this effect to be furnished by the bidder as
		per the prescribed format
9	Clause2 (i)	An undertaking to this effect to be furnished by the bidder as per
		the prescribed format.
10	Clause 2(j)	Work orders, agreements shall be submitted. The authorized
		officers of OPTCL will make a surprise visit and submit report for
		qualification in technical requirements.
11	Clause 2(k)	The Agency/Firm has to furnish an undertaking to that extent.
12	Other	Copies of :
	Statutory	• PAN,
	Documents:	• GSTIN,
		<ul> <li>Copies of EPF &amp; ESI Registration Certificate</li> </ul>
		IT return for the last 3 assessment year
		Labour License
13	Litigation	Details of case pending with various authorities to be certified by
10	. 0	1 0 ,

#### SECTION -II

# **GENERAL TERMS AND CONDITIONS**

# **1.0 Definition of terms:**

i) The "**Company"** shall mean "ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking)" having its registered office at Janpath, Bhubaneswar-751022.

ii) **"Agency / Firm/Company"** means successful Bidder whose bid has been accepted and shall include the bidder's executives, administrators, and permitted assignees.

iii) "**OPTCL**" means OPTCL Management, or any Officer authorized by the Management.

iv) "**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.

v) **"Terms & Conditions**" shall mean the General Terms and Conditions of contract, stipulated in this tender specification.

vi) "**Specification**" shall mean the entire bid document.

vii) "Month" shall mean Calendar month.

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

ix) The term **"Contract Document**" shall mean and include General Terms and Conditions of Contract, Notice inviting tender, instruction to Bidder, schedule of prices, and any special conditions applicable to the contract.

x) **"Controlling Officer"** shall mean the Officer-in-charge of Power Training Centre, Chandaka, OPTCL or his/her authorized representative.

**xi) "Reporting Officer"** shall mean the concerned Officers' of Power Training Centre, Chandaka 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 Training Centre and to be declared by the Controlling Officer to act as Reporting Officer for the purpose.

xii) Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the **Indian Contract Act**, **1872** failing that in the **Odisha General Clauses Act**, **1937**.

# 2.0 Obligation of the Service Provider:

(i) For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee

relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.

(ii) The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and physically sound to perform the duties.

(iii) The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.

(iv) The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.

(v) The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.

(vi) Service Provider shall maintain complete official records of disbursement of wages / salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.

(vii) The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.

(viii) The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.

(ix) The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.

(x) The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.

(xi) The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.

(xii) The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any manpower while performing/discharging their duties/ for inspection or otherwise.

(xiii) In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.

(xiv) In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.

(xv) In the event of any personnel being on leave/absent, the service provider shall

ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.

(xvi) There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.

(xvii) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.

(xviii) The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.

(xix) The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.

(xx) In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.

(xxi) In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.

(xxii) The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.

(xxiii) The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

(xxiv) In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

(xxv) All disputes shall be under the jurisdiction of the court situated at Bhubaneswar.

(xxvi) The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.

(xxvii) The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.

(xxviii) The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis- representation of documents/ information, leads to termination of agreement.

**3.0 Coverage area**: The Training Centre is located in the Chandaka Industrial Estate Area and adjacent to 220/132/ 33 KV Grid Substation at Chandaka, Bhubaneswar. The Housekeeping work covers all these areas/locations as listed below:

1	Old Hostel	Hostel consisting of 7 Rooms having twenty one beds.
		Kitchen, Store Room and washing space.

-		
		Corridor and staircase
		The total carpet area of this establishment is 2800 feet <sup>2</sup> .
2	New Hostel	Hostel consisting of 16 Rooms with attached toilet, one Conference hall with attached toilets, one Dinning hall with attached toilet &
		wash basin.
		<ul> <li>Corridor and Staircase.</li> </ul>
		$\succ$ The total carpet area of this establishment is 11530 feet <sup>2</sup> .
3	Administrative	Ground floor consisting of 4 rooms with 2 toilets.
	block	Ist floor consisting of 5 rooms with 3 toilets.
		<ul> <li>Corridor with stair case.</li> </ul>
		$\succ$ The total carpet area of this establishment is 6070 feet <sup>2</sup> .
4	Kitchen	Ground Floor: 2 rooms with 1 toilet
	Building	➤ 1st Floor: 2 rooms
		$\succ$ The total carpet area of this establishment is 1560 feet <sup>2</sup> .
5	Toilet complex	Toilet complex consisting 7 toilets and corridor.
		$\succ$ The total carpet area of this establishment is 500 feet <sup>2</sup> .
6	Other Areas	> Open space from Administrative Block to Old Hostel,
		Administrative Block to Toilet Complex and Old Hostel to New
		Hostel.
		> Open space in front of Administrative Building up to drainage area.
		> Ceiling and walls of the above building including Compound walls,
		terraces, drainage of clogged drains/ sewer lines, staircases
		$\succ$ All the area inside the premises of PTC up to 05 meter from the
		buildings.

# 4.0 Nature of Services:

**i)** <u>Reception-cum-Front Office</u>: To attend phone calls, inter-acting with Participants/ Guests and OPTCL officials, co-ordinate room allocation, check-in and check-out of guests, obtain signatures of guests as required, maintain proper registers and submit the same periodically to officer-in-charge of PTC as and when required.

**ii)** <u>Housekeeping service</u>: To render all Housekeeping services including maintenance of rooms, dining halls, cafeteria, kitchen, office rooms, class rooms, reception area, toilets and open areas in the PTC at high standards.

**iii)** <u>Laundry service</u>:

a) To render all laundry services at high standards for Hostel and Office Linen Items.

b) To render all laundry services at high standards for guests.

**iv)** <u>Sweeping, washing, cleaning service</u>: The agency shall arrange for upkeep including sweeping, washing, cleaning with eco-friendly bio-product cleansing materials using bio-blocks for toilets of reputed brands, dusting, mopping, pest control of furniture and fixture, windows, windows glasses, doors, Chairs, sofa sets, wind screens, Venetian blinds, polishing of metal surfaces etc.. The agency shall ensure that even those areas of premises shall be well maintained and cleaned, which are not in immediate use and / or are vacant.

**v)** <u>Periodicity of Housekeeping services</u>: The Agency shall arrange for of entire complex including furniture and fixtures at interval as is specified in clause. No 5.0 tender specification.

#### vi) Service quality & Garbage disposal:

(a)The Agency shall ensure excellent standard of housekeeping, cleanliness, and upkeep of the entire complex/ premises at all times with due regard to hygiene. Disposal of all garbage/ wastes (with segregation of the waste into two separate bins- one for dry waste and another wet waste), up to the Municipal dump, shall be the responsibility of the Agency. (b)The Agency shall ensure that the garbage is picked before 9.00 A.M. positively leaving no chance for complaint.

**vii)** <u>Anti-termite & Paste control treatment</u>: The Agency shall arrange for pest control of Flies, Cockroaches, Mosquitoes, etc. Spraying with Finit/ Baygon spray in the entire

complex is to be carried out at regular intervals and anti-termite at quarterly intervals. The costs for the above works shall be borne by the Agency.

viii) <u>Others</u>: The Agency shall arrange polishing of brass plates, name plates.

#### ix) Manner of execution of service contract:

(a) The Agency shall ensure to display the workflow chart, the duties to be performed by the Agency labour/ employees since morning till evening within the specified duty time.

(b)The Agency shall ensure excellent standard of Upkeep services of aforesaid building and the premises by employing sufficient number of skilled/unskilled contract labourers but **not less than the numbers as mentioned in Price bid**. The said work shall include Upkeep, externally and internally as mentioned.

(c)The agency will be responsible to attend to the complaints / requirements within the purview of the contract and such complaints and requirements will be attended by the agency immediately.

(d)The Agency will have to do the aforesaid work services at the total consideration as quoted in price proposal per month payable on completion of work every month and on production of monthly bills along with certificates mentioned in Annexure hereto.

(e)The Agency shall engage trained contract Labor with proven integrity for housekeeping, Upkeep and specialized works. The agency shall ensure that its employees/laborers observe cleanliness and wear neat and clean proper uniforms with plastic name badges for identification. The house keeping staff should wear disposable gloves while doing these tasks. These gloves should be changed on a daily basis. The agency shall have full control over its employees/laborers engaged by it. The agency shall give necessary guidance and instructions to its employees/laborers to carry out the jobs assigned to them by the Agency.

(f)The Agency on advice of the OPTCL authority or his/their representatives will immediately remove from the work of any of his employees/laborers who may in the opinion of the Corporation be found to be undesirable in the interest of the Corporation and such personnel shall not be again engaged or allowed to work in the campus/premises.

(g)The employees/ laborers must be courteous, polite and prompt while rendering efficient service in their respective areas. Further, the agency shall personally be responsible for good conduct and satisfactory antecedent of his employees/labourers

(h)The Agency shall be responsible to register himself and obtain a valid license under the contract Labour (Regulation and Abolition) Act 1970 and rules thereunder and the agency must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Corporation as may be required by Act/Rules and the Agency shall indemnify the Corporation against the penalties/claims or for any default on their part.

(i)It will be Agency's responsibility to ensure that each obligation under this contract is duly performed and observed. The Agency shall also designate one supervisor as required for proper supervision of the services to be rendered by the agency and/or through its employees/labourers.

(j)The Agency shall carry out improvements as may be needed for ensuring satisfactory service and shall take due notice of complaints about deficiency in services brought to his notice by the authority or any other officer nominated by OPTCL in this regard. The Agency shall submit the daily attendance and Complaint Register with action taken to the assigned officer every day for further action by Officers –in-Charge.

(k)The Agency shall be responsible for any loss due to theft/pilferage/damage to the Corporation's property under the agency's area of service of the fittings, fixtures, furniture or other equipment entrusted in his charge or any property belonging to the Corporation's Staff/Guest/Customers when such a loss/damage in the Corporation's opinion, caused due to negligence or carelessness or any fault on Agency's part or that of his supervisor or any of agency's labourers, the agency shall be liable to pay to the Corporation such amount in respect of such damages/losses as may be assessed by the Officer concerned or any other officer authorized in this regard.

(l)The agency shall also be responsible for payment of their wages and/or other dues to its contract Labor including compliance of hours of work and conditions of employment in consonance of its applicable laws and rules. All liabilities arising out of violation of local laws and/or Central laws shall be the Agency's responsibility.

(m)The agency shall be solely responsible to his employees/labourers for any injury etc. under Employees Compensation Act or any other law in force applicable at that point of time. The Corporation will not be responsible financially or otherwise for any injury/death caused to any staff of Agency while executing the work under the agreement.

(n)The Agency shall not permit any of his employees to use any area of the premises/building for residential purposes.

(o)All material and equipment required for day to day housekeeping will be provided by the Agency in sufficient quantity and these shall be of best quality as approved by the Corporation. All expenses for cleansing materials shall be borne by the Agency.

(p)The Agency shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious or contagious diseases.

(q)The Agency shall have to execute an agreement as per the enclosed format (<u>Annexure-VI</u>) within fifteen days from the date he has been advised to do so, failing which his tender will be rejected. The Agency shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions of the tender document will also form a part of the Agreement.

(r)All questions relating to the performance of the obligations under this contract and all the disputes and differences, which may arise either during or after the contract period or other matter arising out of or relating to this contract or payment to be made in pursuance thereof, shall be referred to the authorized officer, OPTCL, Head Quarters Office, Bhubaneswar whose decision shall be final, conclusive and binding on the parties to this agreement.

#### **5.0 Scope of cleaning jobs:**

(I) Daily Cleaning jobs:

Ìŕ				
	1	Sweeping &	a) Sweep and clean all floor areas.	
		cleaning	b) Damp moping of tiles, vitrified floors, staircases, floors,	
			side walls and entrance areas.	
			c) Floors shall be free of dirt, mud, sand, footprints, liquid	
			spills and other debris.	
			d) Chairs, trash, receptacles and easily movable items shall	
			be moved to clean underneath.	
			e) During inclement weather, the frequency of cleaning may	
			be higher. Care shall be taken to remove all streaks, smears,	
			swirl marks, detergent residue or any evidence of dirt	
			remaining or standing water.	
			f) After sweeping all vitrified floors, area would be cleaned	
			with machine scrub.	
			g) Sweep and clean of debris from walkways and driveways	

		and clean with water hose during appropriate climatic and
		water use conditions.
2	Dry cleaning/ Vacuuming	<ul> <li>a) Vacuuming all carpets and carpet protectors so that they are free of dirt, mud, etc.</li> <li>b) Heavy industrial type vaccum cleaner would be used to ensure adequate cleaning. When completed, the area should be free of all litter, lint, loose soil and debris.</li> <li>c) Any chairs, trash, receptacles and easily movable items shall be moved to clean underneath and then shall be replaced in the original position.</li> </ul>
3	Wash room cleaning	<ul> <li>a) Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable nonabrasive cleaners and disinfectants. The toilet should be cleaned number of times during the day to maintain utmost cleanness depending upon the requirements.</li> <li>b) Washbasins, Pan and Floor area has to be washed and cleaned on hourly basis.</li> <li>c) All surfaces shall be free of grime, soap, mud and smudges. Agency shall supply of paper towels, toilet paper and liquid soap dispenser with liquid soap solution of good/standard brand quality in all bathrooms.</li> </ul>
4	Trash removal	<ul> <li>a) Emptying wastepaper baskets from all floors and washing or wiping them with damp cloth, replacing plastic wastepaper basket lining and returning items where they were located.</li> <li>b) All waste from wastepaper baskets will be collected and deposited in the buildings waste container or as directed by the Corporation.</li> <li>c) Dry and wet garbage would be segregated and dumped into designated area.</li> </ul>
5	Glass surface /sum mica cleaning	<ul> <li>a) All glasses at the entrance door of the premises would be cleaned using damp and dry method.</li> <li>b) Glass tabletops, cabin doors, Sun mica and aluminum cabin partitions and glass accessories would be cleaned.</li> <li>c) Cleaning of mirrors, glass windows, glass doors etc.</li> <li>d) Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free cloth or paper towels.</li> </ul>
6	Damp & dry cleaning	<ul><li>a) Wipe clean all white boards of meeting rooms, conference rooms, work stations etc.</li><li>b) Wipe clean all table tops of workstations, cubicle and other furniture and fixtures.</li></ul>
Note:		aff should wear disposable gloves and cover mouth while doing

(1) The housekeeping staff should wear disposable gloves and cover mouth while doing their tasks. These gloves/covers should be changed on a daily basis.

(2) 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.

(II	Weekl	y cleaning	Jobs:

1	Deep cleaning	a) Stairways, surrounding common area, terraces, generator	
1	Deep cleaning		
		ROOMS, AHU Rooms, basements, car parking etc.	
		b)Ceiling, walls, partitions etc.	
		c) Toilets and washrooms.	
2	Window glass	a) Interior and exterior glasses will be cleaned on both	
	cleaning	sides, throughout the PTC building.	
		b) Dusting windows sills and blinds.	
3	Sanitizing	a) Office desk paper bins would be cleaned and sanitized.	
		b) All washrooms dustbins would be thoroughly cleaned	

		<ul> <li>and sanitized.</li> <li>c) All telephone instruments would be sanitized using disinfectants.</li> <li>d) Waste bins from pantry/canteen areas would also be thoroughly cleaned and sanitized with disinfectants.</li> <li>e) Thorough washing of all walls and doors of toilet with appropriate detergent and disinfectant.</li> </ul>	
4	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.	

#### (III) Fortnightly cleaning jobs:

1	Dusting and	a) Dusting and wiping of light fixtures to free these from		
	wiping	dirt, grim, dust and marks.		
		b) Applying metal polishes to accessories or door/window		
		handles, hand railings, lift walls etc. where applicable.		
2	Scrubbing	Scrubbing of all floor areas with scrubbing machines		

#### (IV) Scope of Gardening:

1	The existing Garden and Plants to be maintained	
2	Beautification of the lawns and Garden of PTC	
3	Plantation of seasonal flower plants (the plants will be supplied by the PTC)	

# 6.0 Service Provider's responsibility:

(i) The agency's staff should wear immaculate dress with their company's logo and bear photo identity card.

(ii) The Agency to provide good quality Naphthalene Balls, Odonil, Phenyl, All Out, 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 Upkeep 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, etc. considered necessary for the works.

(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-A 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 proforma approved by the Corporation to be displayed on each floor at the specified place provided for this by the Corporation for inspection.

(ix) Premises should be maintained mosquito free, cockroach free, termite free, flies free, rodent free. Hit, Finit, Baygon Spray etc. should be applied as and when required to keep the premises mosquito, cockroach, termite, flies and rat free at regular intervals.

(x) 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.

(xi) 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.

7.0 Periodicity chart of Housekeeping services:

7.0 I	Periodicity chart of Housekeeping services:	
1	Mechanized vacuum cleaning, Sweeping & mopping open space within the compound (Single disc scrubbing machine of model (Ergo disc duo) & wet & dry vacuum cleaner 22 T of model (TASKI Vacumat 22 T 230V /50 Hz) or Single Discs Scrubber machine of model (SD 1500 HS) & Professional Vacuum Cleaner wet & dry machine of model (Asprio 150 Plast) shall be used for the above work.	
2	Sweeping and Mopping Staircases	Once in a day
3	Cleaning of open terraces, roof, road/portico	Once in a day
4	Dusting of furniture/wall paneling	Once in a day
5	Cleaning of planters	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	As and when required
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	, e
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	Twice in a day
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	
17	Cleaning of computers, printers, fax machines, photocopiers, keyboards 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	
20	Cleaning of Chajjas	Once in a week
L		

21	Cleaning of windowpanes/door panes/wall paneling	Once in a fortnight
22	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.	Once in a month
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)	Day to Day basis
29	Spray of Insecticides, mosquitos and Rodents repellents (eco-friendly)	Daily in the evening
	Anti-termite treatment on all floors of the complex described in the area score of work of the tender document.	Quarterly
	Refilling of hand wash material in all toilets in the complex as described in the area and scope of work of the tender document	Daily or as and when required
32	Dry cleaning of Sofas, Executive chairs and Officers/Staff/Visitors chairs with good quality materials.	As an when required

# 8.0 Reception Service in Hostel Block:

(a) Reception service in the hostel shall be operated by the Agency.

(b)When the participants/ guests check-in, the agency's staff shall immediately attend them, receive them and allot rooms as specified by the officer-in-charge of PTC. The agency should not allot the room on his own, for any reason.

(c) Verify the identity of the guest/participant and the get the guest's name entered in the register. All Check-in and check-out to be entered in the register. The register should be produced before the officer-in-charge of PTC whenever required.

(d)The Agency is required to provide assistance services round the clock on a three shift basis to all the guests. The services include carrying the bags/baggage of the guests from Gate/Reception/Administrative building to the allotted room and at the time of checking in/out.

(e) The Agency shall place a set of newspaper (2 English, 2 Hindi) at the Reception.

(f) The Agency shall provide a Welcome kit, containing the following, in each room, to be placed in a presentable manner in the room at the time of check-in:

(i)Welcome Letter(ii)Details about PTC(iii)Telephone/Intercom Nos. details(iv)Details of services and facilities available

(g) During stay, the guest's miscellaneous needs like laundry, medical etc, to be attended to. The charges for these services may be collected from the guest on actual basis, providing relevant bills. However, where these services are to be rendered at OPTCL's cost, the same will be intimated to the Agency by OPTCL officials.

(h)The Agency shall keep a Complaint/Suggestion Book at Reception to record complaints/suggestions on services rendered by the Agency and such complaints shall be taken note of and acted upon immediately, All Complaints made by the Guests/visitors must be brought to the notice of Corporation along with details of actions taken.

#### 9.0 Room Services in PTC Hostel:

(a)The Agency shall provide round the clock service in the Hostel rooms of PTC.

(b) The Agency shall be responsible to keep room(s) ready in all respects daily and within reasonable time after the vacation of the room(s) by the guest(s). All linen shall be washed with clean water and soaps/ detergents, neatly packed and stored so that the linen are clean and soft. Required linen shall be provided by the Corporation and maintained by the Agency.

(c)The Agency will also ensure that the linen is changed as and when requested by the guest(s).

(d) The Agency shall arrange to refill the drinking water Jugs placed in the rooms as per requirement and as and when requested by the guests.

(e)The Agency shall provide the following toiletries daily in the toilet/Room for each Guest(s):-

- > Toilet Kit (Soap, Oil and Shampoo Sachets)
- > Bathroom Sleeper in each room.
- Mosquito Repellent of approved quality
- Laundry Bag

(f) The Agency shall provide two glass tumblers which are hygienically cleaned and wrapped, in the rooms.

(g)The Agency shall spray room fresheners at regular intervals or as requested by the guest.

(h) The Agency shall arrange for dry cleaning of blankets and washing of curtains once in three months or earlier based on need or on advice of the Corporation. The Agency shall also ensure cleaning/shampoo washing of sofa sets/chairs once in 6 months or earlier.

#### **10.0** Up keeping of recreation facilities at PTC:

The Agency shall maintain the recreation facilities provided by the Corporation at PTC and also issue and receive back the sports items/articles such as TT balls, rackets, shuttle cocks, etc. to the guests. Required number of such items will be provided by the Corporation to the Agency.

#### 11.0 Laundry Services at Office room/ Hostel room:

(a) The Agency shall provide all management, Manpower, materials and systems for

sufficient and timely laundry services for the Hostel Rooms and Office Rooms of PTC.

(b) Bed Linen and Towels should be regularly washed and kept in clean condition for use. Washing of curtains, blankets etc are to be carried out on need basis.

(c) The Agency shall charge from the Trainees/ guests for washing and ironing of Trainees/ guests clothes at rates approved by OPTCL.

(d) OPTCL shall provide water and electricity along with adequate space.

#### 12.0 Anti-termite & Paste control treatment:

The agency shall carry out the Pest Control treatment for eradication of Pests/Insects like silver Fish, Cockroaches, Rodents, Flies, Mosquitoes and other household pests and treatment to be carried out minimum once in every month and also termite treatment if required at any time with chemicals including infestication/fumigation of traps, manholes, inspection-chambers, enclosed spaces like almirahs, false ceiling, AC etc. in the entire complex. The work has to be carried out as per Indian standard rules and regulation and by an authorized person.

**Note:** Pest Control does not comes under the contract & separate work order shall be issued to the selected agency as and when required with due approval of Competent Authority.

#### **13.0 External façade cleaning:**

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.

**Note:** Façade cleaning does not come under the contract & separate work order shall be issued to the selected agency as and when required with due approval of Competent Authority.

#### 14.0 Terms and condition:

1. The agency or his supervisor should be available at site every day during office hours. In case of emergency complaints, the agency must be available in person to ensure rectification of defects immediately.

2. The agency will have to immediately attend the complaint and complete the same on its receipt on the same day.

3. The agency will have to maintain all types of records for consumption and receipt of material as desired by the Corporation and suitable instructions issued from time to time in this regard should be complied with by the agency.

4. The scope of work will be for the entire existing installations & any installation that comes up in future.

5. The agency should maintain the registers etc. for his labourers engaged on this job as required under the law and comply with all legal formalities applicable in this behalf.

6. All materials needed for the works should be of standard make and ISI mark. As far as possible all the materials used should be eco-friendly.

7. The agency will ensure that the senior executives of the firm/ company responsible for the work should visit the site at least once in a month and have meetings with the officials of the Corporation on monthly intervals so as to ensure excellent Upkeep of the complex and proper availability of the staff.

8. The agency has to ensure compliance of statutory obligations of ESI/EPF/Contract Labour, GST and Income Tax /TDS etc. the Corporation reserves the right to call for the evidences of the statutory compliances.

**15.0 Safety code:** The Safety Code has to be observed by the Agency as under:-

i) These shall be maintained in a readily accessible place- first aid appliances including adequate supply of sterilizers, dressings and cotton wool.

ii) The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalizations.

iii)Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.

iv) No portable single ladder shall be over 8 meters in length. The width between the side falls shall not be less than 30cms (clear) and the distance between two adjacent rungs shall not be more that 30 cms. When a ladder is used, extra Mazdoor(s) shall be engaged for holding the ladder.

v) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.

vi) No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.

vii) Suitable facemasks and disposable gloves should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

viii) Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.

ix) The agency will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.

**16.0 Validity:** The Offer should be valid for a period of 180 days from the date of opening of technical bid, failing which the tender will be liable for rejection.

**17.0 Price:** The price quoted should be firm and should be in Indian Rupees. The details regarding quoting of price bid are indicated in Section III of price bid format. Quoting in any other form than the enclosed Bid format will make the offer liable for rejection. The rate quoted shall remain firm throughout the period of the contract.

**18.0 Duration of Contract**: The effective date of the contract for providing the aforesaid services shall be the date of the contract agreement made and would continue till completion of 01 (One) year. The Management of OPTCL, reserves the right to terminate the contract by giving 01 (One) months' Notice to the selected Firm / Agency (s).

#### SECTION-III

# **1. INFORMATION RELATING TO SUBMISSION OF BID:**

(i) The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in presence of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days' time for such activity.

(ii)On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

If required all the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals.

(iii) The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.

(iv) The bidders are required to furnish sufficient information to establish their qualification/capability to deploy the Manpower. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.

(v) The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

#### 2. Procedure & Opening Time of Tenders:

Tenders will be opened in the office of the <u>Sr. GM (HRD)</u> on the specified date and time in presence of the Tenderers or their authorized representatives (limited to one person only) who may desire to be present, at the time of opening the bids.

#### 3. Eligibility for Submission of Bids:

Only those service providers who have deposited the cost of tender specification are eligible to participate in the tender.

#### 4. Management's Right to Reject Bids.

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

#### 5. Mode of Submission of Bids.

(A) Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)

(B) Telegraphic or FAX tenders shall not be accepted under any circumstances.

 $\boldsymbol{6}.$  e-Reverse Auction process shall be resorted to in the tender as follows.

STE	RATEGY FOR E-REVERSE AUCTION		
1	Bidders are required to go through the guide lines given below and submit their		
	acceptance to the same.		
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified		
	date and time, while bidders shall quote from their own offices/places of their		
	choice. Internet connectivity shall be ensured by the respective agencies/bidders		
	themselves.		
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s),		
	shall be done by KEONICS to explain all the rules related to e-Reverse Auction/		
	Business Rule document to be adopted.		
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE		
	BIDDING"		
Pro	Procedure for electronic Reverse Auctioning (e-RA):		
5	a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.		
	b. Bidder has to submit letter towards agreement to the Process related Terms &		

	Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IVA). In non-receipt of the same, vendors will not be allowed to participate in e-RA.
	c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.
6	<ul><li>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</li><li>Prior intimation/ Notice for RA invitation will be given to techno-commercially</li></ul>
0	qualified bidders regarding the date & time of opening of the e-RA.
	The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.
	Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3
	However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.
	In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).
	Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the biding document & after e-RA process is over.
7	Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process. (i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.
	(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction), shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.
	(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.
	(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period ( $1^{st}$ slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/

	extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1 <sup>st</sup> slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.
	(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.
8	After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .
	Any bid received at the tender wizard server end subsequent to closure of the e- RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.
	The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.
	During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [ Evaluation of Part-II (price bid) submitted by bidders earlier].
9	Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.
	OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.
	OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

# **1. OTHER TERMS AND CONDITIONS**

(i) On execution of the work order, the successful Bidder shall have to execute an Agreement as per specimen enclosed within the time period of 15 days from the date of acceptance of work order.

(ii)No request for any variation in quoted rates or withdrawal of Tender on any ground of the Bidder shall be entertained. However, in the event of revision of Minimum of Wages by the Govt. of Odisha, for different skilled category, the Agency / Firm shall raise the Bill of the employees / staff deployed for the purpose at the enhanced rate.

(iii) The Agency / Firm should provide proper Uniform with Identity Card to its staff. A brief bio-data for every individual employee with photograph has also to be submitted by the Agency / Firm to the Reporting Officer.

(iv) The premises with fittings and fixtures, furniture, crockery, cutlery, electrical, mechanical appliances provided to the Agency / Firm for running of the Training Centre shall be the property of OPTCL. The Agency / Firm shall have not right on any of these equipment/materials and shall place them back at the disposal of the OPTCL, when demanded.

(v) The Agency / Firm shall be responsible for the safe custody and proper use of appliances, furniture, fittings etc. of OPTCL. Any damage caused to the properties of OPTCL by the negligent operation of the Guests, the Agency / Firm should immediately bring to the notice of the Reporting Officer for the entire loss, failing which the cost of such loses will be recovered from his Security Deposit or from other dues payable to the Agency / Firm. But if any damage caused to the properties of OPTCL by the negligent operation or by omission / commission of the Agency / Firm Staff deployed in the Training Centre, the cost of such loses will be recovered from his Security Deposit or from his Security Deposit or from his Security Deposit or from other dues payable to the Agency / Firm.

(vi) The available appliances, furniture, fixtures, gadgets & fittings etc. in the Stock of Training Centre shall be received by the authorized Agent of the Agency / Firm and thereafter he has to maintain that records. At the end of contract period, he will return back all the items provided to him by the OPTCL in good condition. In such event during the verification, if any missing or damaged is detected, equivalent amount shall be recovered from the Agency / Firm from the Security Amount or from any other sources in order to re-equip the losses cause to OPTCL.

(vii) The Agency / Firm has to execute the contract by himself and not by any subagency. If at any time the agency will be found to have engaged sub-agency, then the contract will be terminated by the OPTCL with forfeiture of Security deposit.

(viii) Any deviation from the contract will be viewed seriously and the OPTCL Management will terminate the contract by issuing one month's notice to the Agency / Firm within the contract period.

(ix) After completion of the contract period the firm shall have to submit the Clearance & Performance Certificate obtained from the Authorized Officer in support of returning the appliances, furniture, fixtures, gadgets & fittings etc. and its satisfactory performance in line with the terms and conditions of the contract, after which security deposit will be released.

N.B:- The facilities which are to be provided by the OPTCL on free of cost and charges to be levied on the Agency / Firm for the said purposes. However, it will be maintained under the supervision of the Agency / Firm and he shall be responsible in the event of damages caused to the said equipment/items. In such event, the Agency / Firm is liable for making payment of the cost of damages equipment/items.

**2.** <u>VALIDITY OF THE TENDER</u> : The Tender shall be kept valid for a minimum period of **180 days** from the date of opening of the Tender failing which the Tenders will be rejected.

**3.** <u>**PERIOD OF CONTRACT</u>** : The Contract period shall be valid for **01 (one)** years from the date of issuance of order. The same shall be extended for a further period of **01**</u>

**(one)** Year with mutual consent of the OPTCL Authority and Agency / Firm to whom the work is awarded. However the contract shall be terminated at any time without giving any reasons thereof by giving one months' notice from either side. However, in case of any failure by the successful Bidder, to whom the work is awarded, to fulfill his contractual obligations, the OPTCL reserves the right to cancel the contract and the Security Deposit of the Agency / Firm shall be forfeited.

#### 4. PRICE REDUCTION

(I)If the contractor / agency fails to **"Providing Facility Management Services (Housekeeping & Sanitation)"** at OPTCL as per 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 Price Reduction per occasion of default from the contractor/agency's monthly bill. If the deductions exceed 6 % (six percent) of the total value of services 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 Termination for Default.

(II)The Corporation is at liberty to impose suitable price reduction and deduct the same either from the bills submitted by the agency or at its discretion from the Security deposit for any damage caused to Corporation's property by the agency or for unsatisfactory work.

(III)The agency shall while maintaining or repairing the plumbing/carpentry/minor masonry and development works at the aforesaid complex only for the aforesaid Upkeep and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the agency liable for all the losses and of damages suffered or may be suffered by the Corporation in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.

(IV)The agency shall keep all the walls floors, carpets tools and structures of the various buildings in the aforesaid complex and water drainage mains and pipes and sanitary apparatus of whatsoever nature in good, substantial and sanitary repair and proper working order and condition while carrying out the Upkeep and repairs operations of the aforesaid work and shall not come cause any damage or destruction to the aforesaid fixtures and fittings and material and agency expressly undertake to indemnity and keep the Corporation indemnified from all monetary losses. Legal actions proceedings suffer the Corporation and pay all the costs charges of expenses and whatsoever nature immediately on demand by the Corporation.

(V)The agency specifically agree for the safe custody and storage of the various materials supplied to him by the Corporation and shall indemnify the Corporation for all the losses in the event of any theft, robbery, dacoit, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the Corporation.

Sl No	Event	Price reduction
01	If any portion of the Training Centre is	Rs.50/- per day
	Kept dirty	
02	Providing delay service resulting to discontentment	Rs.100/- per day
03	Non-dumping of wastes in proper place	Rs.200/- per day
04	Negligence in cleaning Bed Sheet, Pillow Cover, Towel & Door Cotton	Rs.100/- per day
05	If in any month provided less manpower than the prescribed minimum manpower	The amount of wages paid to the person

(VI)The OPTCL reserves the right to impose price reduction upon the Agency / Firm on the following rate and event:

#### However, OPTCL reserves the right to add or delete or alter in any clause of Terms and Conditions of Tender Specification, if deem fit in the interest of the OPTCL.

# 5. <u>SUBLETTING</u> :

The work shall not in any manner or degree shall be sublet except dry-cleaning/laundry service/cloth ironing.

# 6. <u>LEGAL OBLIGATIONS</u> :

(i) The Agency / Firm shall obtain a Labour License from the concerned authorities under the Contract Labour (Regulation and Abolition) Act 1970 and furnish copy of the same to the Reporting Officer within 30 days from the date of contract is awarded in favour of the Agency / Firm.

(ii) The Agency / Firm shall comply with the provisions stipulated in The **Employees' Provident Fund and miscellaneous Provisions Act 1952, The Employees' State Insurance Act 1948 and The Payment of Bonus Act-1965**. The Agency / Firm shall deposit Employees and Employer's contribution with the appropriate authority every month regularly in respect of the Manpower deployed by him in his own PF/ESI number.

(iii) The Agency / Firm shall also comply with the provisions stipulated in **The Payment of Wages Act 1936**, **The Minimum Wages Act 1948**, **The Employers Liability Act 1938**, **The Employee's Compensation Act 1923**, **The Industrial Dispute Act 1947**, **The Maternity Benefit Act 1961**, **The Employees Provident Fund miscellaneous Provisions Act 1952**, **The Contract Labour (regulation and abolition) Act 1970** & **The child labour (Prohibition & regulation) Act 1986** or any modifications thereof or any other law relating thereto and rules made there-under from time to time.

(iv) No person below 18 years will be employed by Agency/Firm for executing the contract work.

(v) The Agency / Firm will take insurance policies for sufficient amounts to cover himself against third party risks, employee's compensation Act, Agency/Firm all risk policy, and keep OPTCL indemnified and continuously keep indemnified till the currency of contract.

(vi) The Agency/ Firm shall recruit his own staff for executing the contract work. The Agency / Firm staff will not be treated as staff / employee of OPTCL for any purpose whatsoever and facilities/benefits applicable to the OPTCL employees will not be applicable to Agency / Firm employees. The Agency / Firm shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly for carrying out of the above job. If due to any reason whatsoever OPTCL is made liable to meet any obligation under any of the said laws and enactment's etc. for any reason whatsoever the same shall be recovered from the Security Deposit of Agency / Firm or from the Bills payable to him or failing which it shall be recovered as per law. It is made clear that the Agency / Firm shall have PF Account No allotted by the RPFC and extend PF benefits as provided under EPF Scheme, 1952 to his entire employee. He shall also allow ESI provisions to his employees.

(vii) The Agency / Firm shall not pay less than minimum wages to the employee's notified by the Govt. of Odisha from time to time under the minimum wages Act and Rules. Payment to the employee's deployed by the Agency / Firm shall be remitted before 7<sup>th</sup> day of every month in individual bank account of his employees through ECS irrespective of whether the Bill for the service rendered has been paid by the OPTCL or not. The Reporting Officer or his authorized representative shall certify on the payment sheet/register for fulfillment of provision of Law.

(viii) Besides Wages, PF & ESI contribution, Annual Leave, Holiday Wages, Bonus etc. shall be paid to the employees engaged by the Agency / Firm as per statutory provisions.

(ix) The Agency / Firm shall allow the Food Inspector to inspect the food items as per the provision of Food Adulteration Act. The Agency / Firm shall abide by all laws applicable.

(x) Any failure by the OPTCL at any time or from time to time to enforce or require strict keeping and performance of any of the terms and conditions of agreement, or to exercise a right hereunder shall not constitute a waiver of such terms and conditions or rights and shall not affect or impair the same or the right of the Company at any time to avail itself of the same.

**7.**<u>CONTACT ADDRESS</u>: Complete Postal address with Telephone number, Fax number. Cell Phone number shall be given with the Tender for immediate contact. In the event of changes of Postal address or Telephone numbers, the Agency / Firm shall intimate the same to the Reporting Officer immediately.

# 8. Termination for default

(i) 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.

(ii) In the event OPTCL terminates the contract in whole or in part, 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.

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

**9.** <u>Termination for insolvency</u>: 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

**10. FORCE MAJEURE :** In case OPTCL does not require Agency / Firm services due to unforeseen and unavoidable events beyond the control of the OPTCL, no amount (the contract rate), shall not be paid to the Agency / Firm for such period.

11. <u>TERMINATION OF CONTRACT</u>: The management of OPTCL reserves the right to terminate the contract without assigning any reason thereof at any time during the period of contract by giving 30 (thirty) days' Notice, if it is in the interest of OPTCL under existing circumstances. Also in case of failure on the part of the Agency / Firm to fulfill the contract obligation, the Management of OPTCL reserves the right to terminate the contract by issuing 30 (thirty) days' notice in which case Security Deposit shall stand forfeited and be absolutely at the disposal of Controlling Officer.

**12. <u>DISPUTE SETTLEMENT</u>:** Any dispute or difference arising out of this contract shall be mutually settled, but if any disagreement arises on such settlement, the decision of the MD, OPTCL or his authorized representative shall be final & binding.

**13.** <u>JURISDICTION</u>: Suits, if any arising out of this contract shall be filed by either party in a Court of Law to which jurisdiction of civil court at Bhubaneswar, Odisha extends.

#### 14. PAYMENT OF BILL :

(i) The Agency / Firm shall submit the monthly Facility Management Services (Housekeeping & Sanitation) charges Bills within 7<sup>th</sup> day of the following month to the Controlling Officer for payment along with the Payment Sheet with duly signed by the Reporting Officer or his authorized representative, copy of P.F & ESI deposit Challans, Performance Certificate obtained from the Reporting Officer or his authorized representative and other documents related to statutory dues.

(ii) If the copy of P.F & ESI deposit Challans is not submitted with the Bill(s), the same shall be deducted from the running bills at the rate prevailing during payment of the bills.

(iii) The payment shall be made by the Paying Officer to the Agency / Firm after deduction of Taxes as applicable for the work.

(iv) In case of any complaint of non-fulfillment of any obligation under the contract, the Controlling Officer reserves the right to withhold payments due to the Agency / Firm and out of such amounts or amount of security held, if any or the amounts likely to fall due to the Agency / Firm (but without obligation to do so) to make such payments as it may be considered necessary.

(v)Submission of Bills in incomplete shape shall not be entertained for pass and payment. The same shall be returned back to the Agency / Firm for necessary compliance after which action to be initiated for releasing the payment in favour of the Agency / Firm.

**15.** <u>**OTHER TAX LIABILITY</u>** : Paying Officer shall deduct the Tax as applicable on work contract in the following order from the monthly running bills of the Agency / Firm:</u>

I.Income Tax: TDS shall be deducted as per Rule.

II.GST: Shall be paid to the Agency / reimbursed by the Agency as per Rules.

**16.** <u>**PAYING OFFICER:**</u> The **Drawing & Disbursing Officer (Head Qrs.),** OPTCL is the Paying Officer for the purpose.

# 17. <u>BID PRICE</u> :

The interested Agencies / Firms are requested to quote 'FIRM' price. No deviation from firm price will be entertained. The rate quoted by the Agency / Firm should be inclusive of cost of materials, labour charges, taxes, duties (if any) and FIRM. No escalation of rate shall be allowed during the currency of the contract. Quoted rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in execution and completion of the contract. But in the event of revision of Minimum of Wages by the Govt. of Odisha, the Agency / Firm shall raise the Bill of the employees / staff in the revised rate and shall be reimbursed by the OPTCL.

#### **18.** <u>CRITERION OF SELECTION</u> :

(i) The OPTCL reserves the right to accept or reject any or all bids without assigning any reasons.

(ii) The OPTCL also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or the quoted rate found to be un-reasonable and carrying the intention only to become lowest one in the bidding process.

(iii) Incomplete Tenders would be rejected.

(iv) Preference may be given to the Agency / Firm having valid Quality System Certificate as per ISO subject to agree upon lowest rate(s).

(**v**)OPTCL will reject out-rightly the bids quoting the extremely low unworkable Service Charges (as per OPTCL's judgment) that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.

(vi) OPTCL also reserves the right reject the L1 bidder that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.

(vii) If no rates quoted by the Agency / Firm in the bids, the said bid shall be treated as non-responsive.

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

(ix) The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

(x) Proper justification for the quoted value of the Service Charges is to be given by the Agency/Tenderer in writing.

(xi) OPTCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges (as per OPTCL's observation) that may apparently not cover and justify the legitimate expenses of the bidder including other overhead. Hence quoting of negligible amount by the agency towards Service charges shall be considered as irresponsible Bidder.

(**xii**) Risk & Cost: In case the L-1 bidder does not take up the work/abandoned in between, OPTCL shall have the right to execute the work through another agency at the risk and cost of the former.

**(xiii)** The Technical bids would first be taken into consideration by the Tender Evaluation Committee and only those bidders who qualify in the Technical bid would be considered for the Price Bids. The lowest bidder (L1) in the price bid would be preferred for award of Contract

# SECTION-V

## **ANNEXURE-II A**

#### TENDER DOCUMENT

## ODISHA POWER TRANSMISSION CORPORATION LIMTED QUOTATION FOR PROVIDING FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & SANITATION) TO PTC CHANDAKA <u>TECHNICAL BID</u>

(In separate sealed Cover-I superscripted as **Technical Bid**)

S1.N Name of Organization	Perio	ođ	Contracted	Reason
With complete address	From	То	Amount	for
and telephone numbers			(Rs per month)	Termination
to whom services				
provided				

1.Name & Address of the Tenderer Organization/ Agency with phone number, fax number, e-mail etc.	
2.Name and designation of contact person with telephone/mobile number etc.	
3. Experience in the work of providing Facility Management Services (Housekeeping & Sanitation). Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 5 years along with a certificate from the agency where the job was carried out.	In following format

4. Organizational details :	
<ul> <li>a) Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:</li> <li>b) Is the establishment registered with the Government; please give details with document/evidence.</li> <li>c) Do you have labour licence. Please provide details and attach a copy.</li> <li>d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in OPTCL.</li> </ul>	

5. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.	
<ol> <li>6. Please give EPF No:</li> <li>7. ESI Code:</li> <li>8. Gratuity Act Regn. No:</li> </ol>	
9. Are you governed by minimum wages rules of the Govt of Odisha. If yes, please give details.	
10. Please attach copy of return of Income Tax for last three years	
11. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 years.	
12. PAN No. (Please attach copy)	
13. GST No. (Please attach copy)	
14. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15. Power of Attorney/authorization fo	
16. Please submit an undertaking that no case is pending with the police against the firm/Agency. Indicate any convictions in the past against the firm/agency.	

## **Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. DD No.

2. DD No.\_\_\_\_\_

# 3. Terms & Conditions (each page must be signed and sealed)

## 4. Financial Bid.

(Signature of Tenderer with seal) Name: Seal: Address: Phone No (O):

#### SECTION VI

## PRICE BID

#### FOR FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & SANITATION) OF OPTCL TRAINING CENTRE

Tender Notice No:  $\_$ 

Name of Tendering Agency:

F-1 - FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & SANITATION) PER MONTH FOR PTC, CHANDAKA:

(A) Detail of Manpower to be deployed and its cost

S1. No.	Description	No. of persons to be deployed	Rate / Wages per Month per Person in Rs.	P.F in Rs.	ESI in Rs	Any other Char ges in Rs.	Total (4+5+6 +7) in Rs.	Total ( 8 x 3) in Rs.
1	2	3	4	5	6	7	8	9
1	Supervisor	01						
2	Receptionist	02						
3	Office Boy	02						
4	Room Boy	02 (one from 6 AM to 2 PM, one from 2 PM to 10 PM)						
5	Sweeper	06 (Three from 6 AM to 2 PM, Two from 2 PM to 10 PM & one from 10 PM to 6 AM)						
6	Gardener	02						
7	Miscellaneous cost including cost of materials (Laundry of linen, towels, Dry cleaning, Mosquito repellants, liquid and spray, soap/liquid soap & Shampoo in bathrooms/ toilets, liquid disinfectant, floor cleaner and other materials and services as per						Per month	

8 9 10	Service charge Total per month GST @ 18%				
	of approved quality) to meet all requirements as per terms and conditions				

Grand Total (A)

\*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.

S1 No	Description	Rates (Rs)
01	Housekeeping material Charges per	Rate per Month
	month for Mosquito repellants, liquid	_
	and spray, soap/liquid soap &	
	Shampoo in bathrooms/ toilets, liquid	
	disinfectant, floor cleaner and other	
	materials and services as per tender	
	document of approved quality to meet	
	all requirements as per terms and	
	conditions of tender	
02	Toilet Kit (two small size soap pieces 25	Rate per Kit
	gms in all rooms, two shampoo sachet,	
	one oil sachet)	
03	Laundry Service	Rate per Month
04	Grand Total (B)	

**Total Price= A +B** 

## **Declaration by the Tenderer:**

This is to certify that I/We before signing this tender, have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note: i) No other charges would be payable by OPTCL.

ii) There would be no increase in rates during the Contract period except for provision made under the terms and conditions.

#### (Signature of Tenderer with seal)

Name: Seal: Address: Phone No (O): Date:

Note: The Agency/ Contractor is advised to visit the Power Training Centre, Chandaka before submitting the Tender.

# Appendix- I

# DAILY CHECKLIST FORM- ADMINISTRATIVE BUILDING

Date: .....

	Issue	Observation		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 napthaline 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-pesting 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 Upkeep Of Administrative Building: satisfactory

Satisfactory/Not

Name and Signature of Agency OPTCL Countersigned by the Controlling Officer of

# <u>Appendix II</u> CHECKLIST FORM- OPEN AREA

Date:

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

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

Name and Signature of Agency

Countersigned by the Controlling Officer of OPTCL

#### ANNEXURE-III

#### **UNDERTAKING**

#### [On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding nonblacklisting]

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory : Name of the Bidder and Address :

## Annexure-IV

## **BIDDER'S COVERING LETTER**

To, The Sr. General Manager (HRD) OPTCL, Hqrs Bhubaneswar

Dear Sir,

Ref: Tender no:\_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding and in full force and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

#### **Bid Security Declaration**

\*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years .

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration, corrections or modifications.

Dated this	Day of	(the month	and year)	Signature	of Authorized
Signatory					
In capacity of	• • • • • • • • • • • • •				

Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs.\_\_\_\_\_ - + GST @ 18%

Crossed D.D. no.	dated	•••••	<del>Drawn</del>
on bank:			

## (Annexure-IVA)

## (Reverse Auction Process Compliance Form)

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To, Sr. GM (HRD), OPTCL Bhubaneswar-751010, Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Dear Sir,

This letter is to confirm that:

• The undersigned is authorized representative of the company.

• We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.

• We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.

• We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.

• We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards, with Designation with company seal Name & Address of attorney for the subject package. Signature Person having power

#### Annexure-V LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: To The Sr GM(HRD) OPTCL Hqrs, Bhubaneswar Dear Madam,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below.

Order of Preference Name Specimen Signature

1.

(Specimen Signature duly attested)

Officer authorized to sign the bid documents on behalf of the bidder.

#### Note:

1. Only one representative shall be allowed.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.

## Annexure-VI

## SERVICE AGREEMENT (To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on \_\_\_\_\_\_ between, (hereinafter called as the **"Authority"**) of the 1<sup>st</sup> Part

and \_\_\_\_\_\_ its principal place of business at (bereinafter called the "Service Provider") of the 2nd Part

\_\_\_\_ (hereinafter called the **"Service Provider"**) of the 2<sup>nd</sup> Part.

WHEREAS

(a) the "Service Provider", having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No:\_\_\_\_\_, Dated:

\_\_\_\_\_ issued by the Authority;

(b) the "**Authority**" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

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

Section I: General Terms and Conditions Section IV: Other terms & conditions

## **Contract Price and Payment Term**

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular :

(a)The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and

(b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7<sup>th</sup> days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. Now this agreement witnesses as below:-

a) That in consideration of the payment to be made by the "Authority" to the "Service **Provider**", the "Service **Provider**" hereby agrees with the "Authority" to provide manpower resources to be engaged in the [*Insert the location*] in conformity with the provisions of the terms and conditions of the contract.

**b)** That the "**Authority**" hereby further agrees to pay the "**Service Provider**" the contract price at the time and in the manner prescribed in the said terms and conditions.

c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.

**d**) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.

e) That this agreement is valid up to\_\_\_\_\_

For and on behalf of **[OPTCL]** 

Witness 1: Witness 2:

For and on behalf of **[SERVICE PROVIDER]** 

# [Name and Designation of the Representative with seal]

Witness 1: Witness 2: 1. Address:

3. Address:

#### **ANNEXURE-VII**

#### PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

1.	<b>Ref No.:-</b>
2	Bank Guarantee No

2. Dank Guarancee Re	
Date:	
BG Amount:	
Validity Period:	

1. Now therefore, in accordance with the terms and conditions of LOA No. dated for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on \_\_\_\_ (Rupees\_\_ production of a Bank Guarantee for Rs.\_\_\_\_\_ only, we the bank \_\_\_\_\_ [Indicate bank Name , Address & Code ] (hereinafter referred to as "the Bank") at the request of M/s/Shri \_\_\_\_\_ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs.\_\_ (Rupees \_\_\_\_\_) only . 2. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees----- In Words). 3. We, the ...... Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged

or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ...... (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the contractor(s).

7. We, the \_\_\_\_\_\_ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the \_\_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

## "Notwithstanding anything contained herein"

a) Our liability under the bank guarantee shall not exceed Rs. ------ (Rupees in words------) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code......> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at------ Branch of Bhubaneswar a written claim or demand on or before .....,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the	_Day of
For	[Indicate name of Bank]
Signature	
Exc11 No con a	
Full Name	
Designation	
	•••
Power Of Attorney	

Dated.	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
--------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--

Seal of the Bank.....

## WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

Signature.....
 Full Name.....
 Signature.....
 Full Name.....

N.B.:

- 1. Name of the Contractor.: .....
- 2. BG No & Date :....
- 3. Amount (In Rs.): .....
- 4. Validity up to :....
- 5. LOA No.....
- 6. Package No.....

7. Name, Address & Code of Issuing Bank: .....

8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:

1. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

	(The Unique Identifier for	• "OPTCL541405793")	
Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from-to)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name of Bhubaneswar Branch code of Bhubaneswar Branch Address at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No

#### Format for SFMS details (The Unique Identifier for field 7037 is "OPTCL541405793")

#### Annexure-VIII

#### **INDEMNITY BOND**

THIS INDEMNITY BOND made this ..... is day of .....,2020 by (herein after called as "Service Provider" which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha and having its offices throughout the State of Odisha (herein after called "OPTCL" which expression shall include its successors & assigns). having a registered office at have entered into a We. contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated \_\_\_\_\_ to provide **FACILITY MANAGEMENT SERVICES** (HOUSEKEEPING & SANITATION) of OPTCL Power Training Center, Chandaka, Janpath, Bhubaneswar of ODISHA POWER TRANSMISSION CORPORATION LIMITED. We do hereby indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the ODISHA POWER TRANSMISSION CORPORATION LIMITED, by any party, employee(s) or manpower provided by us, on account of any delay, default, lapse, error or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time. We further undertake to indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, against any claim/compensation arising out of any non-payment or short payment of remuneration or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the persons engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

For and on behalf of \_\_\_\_\_,

Authorized Signatory

Witness 2. Signature:

3. Name:

1. Signature 2. Name: