



**e- Tender for Providing
Catering Services at Transit House, Bhubaneswar & Guest House
Puri,OPTCL**



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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd.Office: OPTCL TECH TOWER, Janpath, Saheed Nagar,
Bhubaneswar-751007

Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

CIN:U4102OR2004SGC007553

e -TENDER NOTICE NO: CPC -15/2026-27

Odisha Power Transmission Corporation Limited, invites e-Tenders under two part bidding system from the reputed firms/ agencies for providing catering services at Transit House, BBSR & Guest House, Puri, OPTCL for a period of two years from the date of commencement of the agreement on contract basis at OPTCL.

The bidder (s) can free view / download the tender documents from official Website of OPTCL "www.optcl.co.in/e-tender portal of OPTCL "www.tenderwizard.com/optcl".

- 1) The intending bidder (s) shall have to pay the non-refundable tender cost of **₹ 7,080/- (Rupees Seven Thousand 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)].
- 2) The bidders shall have to submit the non-refundable tender processing fee of **₹ 4,507/- (Rupees Four Thousand Five Hundred Seven) 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 "www.tenderwizard.com/optcl" 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.

S/d

CHIEF GENERAL MANAGER (CPC)

Contact Persons Particulars

1. Name and Designation: Sri Ranjan Kumar Panigrahi, Chief General Manager(EL.)
2. Address:OPTCL TECH TOWER, Janpath, Saheed Nagar, Bhubaneswar- 751007
3. Email ID:cpc@optcl.co.in/sgm.cpc@optcl.co.in
4. Phone No:943890702

TENDER SCHEDULE

Sl No	Particulars	Details
1	Name of the work	Providing catering services at Transit House, BBSR & Guest House, Puri, OPTCL
2	E-tender Notice No. & spec. No	CPC- 15/2026-27
3	Destination	OPTCL (For detail visit tender specification)
4	Estimated Cost of the Work. (IN INR)	₹38,19,637/- per annum including GST (Rupees Thirty Eight Lakhs Nineteen Thousand Six Hundred Thirty Seven)only.
6	Cost of Tender documents (IN INR)	Tender cost of ₹ 7,080/- (Rupees Seven Thousand 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)
7	Tender Processing fees.	₹ 4,507/- (Rupees Four Thousand Five Hundred Seven) 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)
8	EMD	₹ 38,196/- (Rupees Thirty Eight Thousand One Hundred Ninety Six) only in the shape of DD or e-BG.
8	Request for Online Bid Document	From Dated 15.05.2026, 16:00 Hrs
11	Issue of Online Bid Document	From > Dated. 15.05.2026, 16:00 Hrs Up to > Dated. 29.05.2026, 17:30 Hrs
10	Date, Time and Place for Pre-bid meeting	The Pre-bid meeting will held on 22.05.2026, 16:00 hrs at 4 th floor Conference Hall, Tech Tower, OPTCL, Bhubaneswar. The interested bidders may visit the Guest houses or transits houses at BBSR and Puri before attending the pre-bid meeting. No queries shall be entertained after Pre- bid meeting.
11	Receipt of bids	> Up to Dated 29.05.2026,17:30 Hrs
12	Opening of Technical Bids (Part-I)	On or after Dated 30.05.2026, 11:00Hrs onwards
13	Opening of Price Bids (Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.



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SECTION-I
Instruction to Bidders

1) **General Information:**

OPTCL requires the service of reputed, well established, financially sound, and registered service providers to provide Catering Service at Transit House, Bhubaneswar & Guest House Puri, OPTCL by deploying adequately trained and disciplined manpower as per requirement.

2) **Eligibility Criteria :**

- i) *****The firm/person (called Contractor) should have at least 05 (five) years' of experience in similar services i.e of providing catering services in any Transit House/ Guest House of repute, out of which at least 02(Two) years should be from Central Government Department or State Govt. Dept. or PSU or Govt. undertaking.***
- ii) Only those who have paid the amount towards cost of tender documents and successfully submit the bid documents are eligible to participate in the Tender. No other application form shall be accepted.
- iii) The party should be financially sound and have sufficient manpower for carrying Catering Service. They should furnish documentary evidence in support of their claim.
- iv) The firm/person (called Contractor) shall furnish the experience certificate from the Organization where they have executed/ are executing such contract.
- v) **The Minimum Average Annual Turnover (MAAT) of the Bidder should not be less than 100% of the estimated cost. Scanned copy of Annual audited Balance sheet & P/L account for the last 03 years with valid UDIN Number shall be submitted.**

Notes:

- (i) 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 an 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.
- (ii) The value of the Contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- (iii) **Bidding in the form of consortium is NOT allowed.**

3) **Registration/Downloading of tender document:**

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.

- I. 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/- (nonrefundable) including GST through online 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.
 - (b) (Note: Make sure that necessary software of PKI be installed in your system).
 - (c) >Click / Double Click to open the Microsoft Internet Explorer (This icon may be located on the Desktop of the computer).
 - (d) Go to Start > Programs > Internet Explorer.
 - (e) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - (f) Enter e-tender User Id and Password, click on "Go".
 - (g) > Click on "Click here to login" for selecting the Digital Signature Certificate.
 - (h) Select the Certificate and enter DSC Password.
 - (i) 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. For any e-tendering assistant contact help desk number (Bangalore-080-40482000).

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.

4) Participation in bid:

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 **Clause 2** are eligible to participate in the tender.

5) Submission of Technical Bid (Part-I):

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 of ₹ **7,080/- (Rupees Seven Thousand Eighty) only including GST** (nonrefundable) 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 ₹ **4,507/- (Rupees Four Thousand Five Hundred Seven) only including GST** through e-payment mode directly to K.S.E.D.C.Ltd, Bengaluru.
- (c) **Earnest Money Deposit:** EMD amount is **Rs. 38,196/- (Rupees Thirty Eight Thousand One Hundred Ninety Six)** only in the shape of **DD drawn in favour of DDO, HQ office, BBSR(Payable at BBSR) or e-BG in favour of CGM-CPC, HQ office, BBSR.**

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	e-payment receipt in support of Tender cost and Bid processing fee, EMD as applicable
3	Certificate of Incorporation/ Registration of Company or Agency
4	Copy of GSTIN
5	Copy of PAN
6	Copies of certified IT returns for the last three assessment years
7	Copies of EPF & ESI Registration Number
8	Copy of Bank Account details
9	Copies of the audited Income/Expenditure statements along with Balance Sheet for the last 03 FY years with valid UDIN
10	Copies of work orders from the previous organizations for providing similar services for at least 05 years or more in any Transit House/ Guest House of repute, out of which at least 02(Two) years should be from Central Government Department or State Govt. Dept. or PSU or Govt. undertaking.
11	Copies of Experience Certificates from the clients for satisfactory performance for the services extended in last 05 years.
12	Undertaking regarding non-blacklisting (On stamp paper)
13	Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
14	Information desired regarding eligibility criteria as per format attached
15	Copy of Labour License issued by Competent Authority
16	All other documents required as per eligibility criteria
17	Copies of the audited Income/Expenditure statements along with Balance Sheet for the last 03 years

(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.

(2) Affidavit duly sworn before a Notary or Magistrate regarding the bidder should not have any pending litigation or arbitration with OPTCL.

(3) Demand Draft/e-BG towards tender cost, tender processing fee & EMD.

6) 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.

7) Conditional Offer: Conditional offer shall not be accepted.

8) 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 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) **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.
- 9) **Validity of the Bids:** 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.
- 10) **PRICE:** Tenderers are requested to quote-'**FIRM**' Price.

11) 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 Chief General Manager (EL.)-

CPC, OPTCL. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

12) Security deposit:

- (i) The successful Bidder, to whom work order is issued shall be required to furnish a **Security Deposit @ 10% of the annual contract value including GST** in shape of Demand Draft in favor of the D.D.O (Head Qrs.), OPTCL and payable at Bhubaneswar or in the form of e-Bank Guarantee (B.G) from any Nationalized Bank drawn in favor of the Chief General Manager, CPC, OPTCL, Bhubaneswar encashable at Bhubaneswar covering the contract period. The same shall be submitted by the agency during office hour to the CGM, CPC, OPTCL, Regd.Office: OPTCL TECH TOWER, Janpath, Saheed Nagar, Bhubaneswar-751007.
- (ii) The Security Deposit amount with validity equal to the period of contract with a claim period of additional two months. The DD / e-BG is to be submitted within 15 days from the issue of LoA/ 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.
- (iv) 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.

Mandatory Electronic Bank Guarantee (e-BG) through NeSL Platform

- All Bank Guarantees required under this Tender, namely (a) Bid Security (Earnest money Deposit) (b) Performance Security (c) Security against Advance Payment shall be submitted only in the form of Electronic Bank Guarantee (e-BG) issued through National E-Governance Services Limited (NeSL) platform.

- Physical/Paper Bank Guarantees will not be accepted. Any Bid submitted with Physical BG shall be treated as non-responsive and rejected.
- The Bidder shall ensure that the e-BG is issued by any Scheduled Commercial Bank listed on NeSL platform and is delivered electronically to the OPTCL's official NeSL account : Name of the Organization/ Beneficiary : Odisha Power Transmission Corporation Limited, NeSL ID: AAACO7873L
- **Procedure for submission:**
- Bidder / Contractor shall request the issuing bank to create and deliver the e-BG directly to the Employer's (OPTCL) NeSL ID
- Upload the e-BG Acknowledgement/Unique Reference Number (URN) against Bid Security / EMD in the Technical bid.
- The Employer (OPTCL) will verify the e-BG instantly on NeSL portal.
- Format, Amount and validity of e-BGs shall be strictly as per Tender specification.
- No charges towards stamping, verification or amendment of e-BG shall be borne by the Employer. All such charges shall be borne by the Bidder/Contractor.
- In case of amendment/extension, the Contractor shall submit the amended e-BG through NeSL platform only.
- A copy of the e-BG against Bid Security / EMD must be uploaded online with the bid documents. A copy of e-BG against Bid Security / EMD with Unique Reference Number (URN) shall also submitted to the office of Chief General Manager (CPC), OPTCL, Tech Tower, Saheed Nagar, Bhubaneswar-751007 on or before scheduled date & time of opening of Tender
- Information of Beneficiary required for issuance of Electronic Bank Guarantee (e-BG)
 - i. Name of Beneficiary's Representative – UMESH KUMAR GUPTA
 - ii. Beneficiary Email ID – sgm.cpc@optcl.co.in
 - iii. Beneficiary Mobile No. – 9438907028
 - iv. Beneficiary PAN / UIN – AAACO7873L
 - v. Beneficiary Date of Incorporation/Birth – 29-MAR-2004
 - vi. Beneficiary Legal Constitution – ODISHA STATE PUBLIC SECTOR UNDERTAKING
 - vii. Platform – NeSL

13) 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 Transit House Bhubaneswar, Guest House Puri separately in respect of Manpower deployed after making payment to deployed personnel for the previous month along with the following documents within 2nd week of the succeeding month:

- Tax Invoice in triplicate mentioning the Order No. and date of OPTCL for such engagement with certificate regarding wage remittance within 7th of the succeeding month.
- 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. Regarding successful deposit of EPF & ESI.
- The amount towards TDS shall be deducted at source in all Units of OPTCL.
- The TDS under GST and Income Tax act 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 of the deployed Manpower working under the contractor / Agency is mandatory.

(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.

(K) Wages, leave salary, NH and Bonus to be paid on actual basis or as per act.

14) 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 out- rightly 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.

Note: **Bidders are advised to study the Tender documents and the condition carefully and also inspect the site of the Transit House Bhubaneswar & Guest House Puri, OPTCL.

Check list for document to accompany Technical bid:

SI No	Documents to be uploaded
1	Valid address proof of the registered office
2	e-payment receipt in support of Tender cost and EMD Bid processing fee as applicable
3	Certificate of Incorporation/ Registration of Company or Agency
4	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF Registration, ESI Registrations.
5	Bank Account Details
6	Copies of audited financial statements (for last 03 years) should be furnished;

7	<p>▶ Work specified Orders/ Contracts/ Agreements</p> <p>▶ Relevant contracts or Work orders or Agreement containing the scope of services, the value of Contract or Work order or Agreement.</p> <p>▶ Performance certificate from their clients/employers regarding successful completion of the services.</p> <p>▶ 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.</p>
8	Copies of Certificates from the clients for satisfactory performance for the services extended in last 05 years.
9	Copy of food license certificate issued by competent authority
10	Undertaking regarding non-blacklisting.
11	Undertaking regarding non-pending of any judicial proceedings for any criminal offence.
12	The Agency / firm has to furnish an undertaking regarding capability of providing adequate numbers of skilled manpower including Women employee to attend all types of works as required for the nature of work.
13	<p>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.</p> <p>However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. OPTCL may carry out verification of the same if required.</p> <p>Certificate from the auditors that:</p> <p>Up to date PF has been deposited with the RPFC authorities.</p> <p>Up to date ESIC dues have been paid to ESIC authorities.</p>
14	<p>Copies of :</p> <ul style="list-style-type: none"> • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • IT return for the last 03 assessment year • Labour License
15	Details of case pending with various authorities to be certified by statutory auditors.
16	Power of Attorney on the bidder's letter head

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 OPTCL TECH TOWER, Janpath, Saheed Nagar, Bhubaneswar-751007.
- (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 Transit House, Bhubaneswar & Guest House Puri, OPTCL or his/her authorized representative.
- (xi) **“Reporting Officer”** shall mean the concerned Officers’ of Transit House Bhubaneswar & Guest House Puri, OPTCL 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 Transit House 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 be solely responsible for compliance to the provisions of various Labour and Industrial laws such as, wages, allowances, compensation, EPF, ESI, Bonus, Leave Salary and Gratuity etc. relating to manpower to be deployed by it at the Authority’s location.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

- (x) The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
- (xi) 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.
- (xii) 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.
- (xiii) 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 03 working days.
- (xiv) 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.
- (xv) 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.
- (xvi) 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 concerned authority in the 2nd week of the succeeding month for release of payment.
- (xvii) 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.
- (xviii) In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
- (xix) 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.
- (xx) 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.

- (xxi) 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.
- (xxii) 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.
- (xxiii) All disputes shall be under the jurisdiction of the court situated at Bhubaneswar.
- (xxiv) 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.
- (xxv) 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.
- (xxvi) The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.

SCOPE OF WORK

1. GENERAL OBLIGATION :-

- i. The tender is for providing Catering Services at Transit House, BBSR & Guest House, Puri, OPTCL.
- ii. Contractor has to deploy the following manpower for execution of the contract. However, if additional requirement arises for effectively implementing the contract, contractor has to provide the same with no extra cost to OPTCL.

Description	Skilled Category	Numbers
For Transit House, Bhubaneswar		
Manager-cum-Supervisor	Highly skilled	1
Cook	Highly skilled	2
Asst. Cook	Skilled	2
Waiter	Semi-skilled	2
Kitchen Assistant	Semi-Skilled	1
TOTAL		8
For Guest House, Puri		
Cook	Highly skilled	1
Asst. Cook	Skilled	1
Waiter	Semi-skilled	1
Kitchen Assistant	Semi-Skilled	1
TOTAL		4

The job responsibilities of Manager-cum-Supervisor:

- ❖ Maintain stock for cooking gas, daily provisions, vegetables, etc. for meeting the food requirements based on occupancy.
- ❖ Oversee overall operations of the Transit House Kitchen at Bhubaneswar & Puri.
- ❖ Supervise all staff and ensure proper delegation of duties.
- ❖ Monitor budgets, inventories, and supply procurement.
- ❖ Ensure guest satisfaction and address escalated complaints.
- ❖ Prepare reports and updates for higher authorities.

The job responsibilities of the Cook / Asst. Cook:

- ❖ He will make bed-tea, breakfast, lunch, dinner etc. as per the approved menu for the guest and keep the kitchen neat and clean and hygienic.
- ❖ Normally the timing for breakfast, lunch, dinner, etc. will be fixed. However, in case of exigency it can be revised with instruction of Manager in charge.

The job responsibilities of Kitchen Assistant:

- + Support cooks in basic food preparation.
- + Clean kitchen tools, utensils, and equipment.
- + Handle waste disposal and keep kitchen tidy.
- + Assist in storing groceries and inventory management.
- + Perform other kitchen duties as directed by the cook or manager.

Other Terms & Conditions:

1. The persons engaged by the contractor must be persons demonstrating honesty and integrity. Personal belongings of the guests must be safe and protected. Any personal items left behind by any guest after checking out are to be kept in safe custody and the Officer-in-charge is to be informed.
2. Contractor must ensure courteous and polite behaviour of their staffs towards the guests at all times either over phone or when faces to face. If any member of the staff found to have misbehaved or manner not acceptable to Manager in charge, his services in the guesthouse shall be dispensed with immediately. Under no circumstances, such employee will be re-employed unless given in writing by the authorized representative of OPTCL.
3. Providing Catering service to different groups i.e other than the guests staying in the guest house is the sole responsibility of the contractor for which contractor has to arrange required number of cook, helpers and other members to execute the assignment without any additional cost to OPTCL. However, contractor must ensure that by arranging the catering service, his prime responsibility of managing the guest house should not suffer. Contractor also required arranging required utensil and other hardwares for managing the catering service. However, existing infrastructure facilities can be used with due permission of the Manager in charge.
4. Repair cost, of any damage to OPTCL's assets, due to any negligence or faulty handling by the contractor's representative has to be borne by the contractor.

2. Following are the details about the services the contractor has to be execute for the guest house :-

CATERING:-

- a. The contractor shall ensure 24 hours catering services for the guests. Guest has to book his food (either lunch or dinner) within the time indicated. If a guest has booked his lunch or dinner in advance, the food must be made available to him in warm condition irrespective of normal lunch or dinner timings of the guesthouse. Special care regarding preparing & Serving food must be provided for arriving guest within lunch and dinner time (Lunch time 12:30PM-2:30PM & Dinner 8:30PM to 10:00PM).
- b. Where there is no advance booking of lunch or dinner by the guest, the contractor shall provide standard snacks and beverages (non-alcoholic) if required by the guest.
- c. The contractor has to engage experienced and knowledgeable cooks who can prepare Indian/Chinese /Western style foods as per the requirement.
- d. Commercial LPG gas connection and burners/cooking ovens etc. to be provided by the contractor. LPG gas to be refilled by the contractor without any additional cost to OPTCL.
- e. Breakfast, lunch and dinner services shall be provided in the dining hall during specified hours. Room services shall be available to the Guest only during odd hours with specific instruction from Manager-in charge.
- f. With prior notice, the contractor has to arrange parties as per instruction of Manager I/C by making necessary arrangements for the purpose, within or outside the guesthouse premises. The cost of such services shall be as per pre-determined rates indicated at Annexure.
- g. The contractor under no circumstances shall provide catering services to any individual or group within the guesthouse premises including its adjacent areas without prior approval of the Officer-in-charge.
- h. Maintaining and keeping the utensils, crockery and cutlery in clean condition using appropriate soaps and detergents.
- i. In case of complaints regarding quality of food and room arrangement, the Officer-in-charge or his authorized representative shall have the liberty to inspect and impose penalty, which will be binding on the party.
- j. While catering to parties, the contractor has to ensure that any requisite service for the Guesthouse should not suffer or hamper. Normal deployment of manpower for the Guest House should not be disturbed during any party/ catering service.
- k. Preparing and serving breakfast/ meals to the guests according to their needs. Providing all types of food and breakfast either at dining hall or in

the room as per the convenience of guests / occupants is the decision of the management. **Rates to be charged will be as per OPTCL rates after finalization of the tender.**

- i. Preparing and serving food and beverages for official entertainment/ceremonial occasions/employee get-to-gathers. **Rates to be charged will be as per OPTCL rates after finalization of the tender.**
- m. Contractor has to submit the list of catering service offered during the month with details.

1. The Agency shall ensure the following arrangements in OPTCL Guest House:

- i. Proper crowd management in the canteen as well as in outside premises like parking lots—duly following social distancing norms shall be ensured. Large gatherings/congregations to be prohibited.
- ii. Guests should be advised not to visit areas falling within restricted zone.
- iii. Required precautions while handling supplies, inventories and goods in the canteen shall be ensured. Proper queue management shall be organized.
- iv. Detailed guidelines issued for restaurants shall be followed.

Special Conditions of Contracts

1. Payment will be made on the basis of deployment of minimum manpower stipulated in tender document. Any reduction of manpower will lead to deduction of payable amount on Pro Rata basis.
2. In case of non-supply of quality dress to their workman, OPTCL will provide same at the risk & cost of the contractor & the actual cost incurred towards the dress will be deducted from the contractor.
- 3. The contract is for a period of 02(Two) years from the date of commencement of agreement. However, the contract may be extended for another one year or further periods on the basis of satisfactory performance of services and on the same rates of terms and conditions of the work order mutually agreed upon by both the parties.**
4. The present assignment or part of the assignment cannot be sub-contracted.
5. The entire workman to be deployed by the contractor shall be within the age group of 18 to 50 years. The deployment of cooks & Supervisor need to be authorized by OPTCL.
6. The contractor has to submit the antecedents & bio-data of workers engaged by him at the time of commencement of work to Officer-in-Charge.
7. The contractor must have to furnish the Medical fitness certificate from Recognized Medical Practitioner (RMP) of all the workers engaged by him/her to the Officer-in-Charge before deployment.
8. The contractor has to ensure the availability of required manpower by providing substitute manpower of equivalent type during absence of regular manpower.

Failure to comply this can attract penal recovery @ double the rate daily basis of absent manpower & the same will be recovered from contractor's bill.

9. OPTCL will recover the double the amount of an article/ property that - are damaged by the contractor/manpower engaged by the contractor.
10. The Contractor must ensure the availability of PHONEPE/PAYTM/GPAY (QR Scanner) or any equivalent online CASH TRANSACTION machine before the start of contract of contractors own cost. This is to facilitate cashless transaction in the guest house.
11. No alcoholic beverages should be stocked /served in the premises.
12. Repair cost, of any damage to OPTCL's assets, due to any negligence or faulty handling by the contractor's representative has to be borne by the contractor.
13. The employees of the contractor shall not use any vacant room for gossiping, resting or watching TV. They shall also not use the dining hall or reception area for such purposes. Any deviation shall be viewed seriously.
14. **ACCOMMODATION:** Subject to availability, rest room for the workman of the contractor can be provided inside the guest house building who are on duty. However, arrangement for accommodation of the Contractor staff shall be made by the contractor on his own. None of his employees shall be allowed to use any part of the guest house for living accommodation purposes.
15. **BILLING/DOCUMENTATION:**
 - i. The contractor shall be responsible for collection of his dues against the food bills from the guests. These bills shall however be presented to the guests in prescribed formats and as per the stipulated tariffs.
 - ii. In case of persons declared as company guests for accommodation purpose only, the contractor shall collect his food bill dues from the guests and submit information on the period of stay in prescribed format.
 - iii. In case of persons declared as company guests for both boarding and lodging purposes/ the contractor shall submit his claims on food expenses to the company after getting signature of the guest face on the bills. Such bills should be submitted in prescribed format in a consolidated manner once in a month for certification by the officer-in-charge and payment.
 - iv. The contractor shall be required to keep all registers and documents updated on regular basis and present them to the officer-in-charge whenever required.
 - v. In the event of computerization of bookings and billings the contractor must use the facilities installed in the Guest House, for the purposes.
16. **SAFETY CODE:**
 - i. The Contractor shall maintain first-aid facilities for his employees.
 - ii. The contractor has to ensure all precautionary measures and exercise utmost care in handling the cooking gas cylinders/inflammable liquids etc. as per required under the law and/or as advised by the fire authorities of the Company.

- iii. The contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed by him for the preservation of peace and protection of the Guest House Property.
- iv. The contractor will have to submit medical certificate from Govt. Hospital/ESIC Hospital or Registered Medical practitioner in the prescribed format for the workman engaged by him.

17. FACILITIES TO BE PROVIDED BY THE COMPANY IN THE GUEST HOUSE.

- i. Furniture, Decorative fixtures, Mirrors, Carpets, Mattress, Pillows, Upholstery, Curtains, Linens, Towels, Water Jugs Door Mats, Potted Plants, Artificial Plants, and such other hard or soft furnishings and utility items as decided by the Company.
- ii. Refrigerators, Freezer, Air conditioners, Bottle coolers, Geysers, Solar water heaters, Generator, TV sets, Water Coolers, Water filters, Electric chimneys, Telephone, Exhaust fans, Music system, Micro oven, Hot plates, Food warmers, Electric fly killer etc. depending on the need as decided by the Company .
- iii. Electricity and Water will be provided in the Guest House free. However, electricity cannot be used for cooking purposes.
- iv. The above items have to be maintained in good condition by the contractor and to be accounted for periodically.

18. COMPENSATION PENALTY:

Penalty for failure to render service or violation of the contract would be as under:

SL. No.	OCCASION	AMOUNT OF PENALTY
1.	If any of the cooking utensils, crockery and cutlery are found in dirty condition	Rs.25/- will be fined for each utensil etc. detected on each occasion
2.	If the refrigerator, mixie, microwave, toaster or any such electrical gadget is found to be dirty	Rs. 500/- per gadget

- 19. The contractor has to submit the documentary evidence of procurement of minimum material per month and should be checked and to be certified by Manager in charge or his authorized representative.
- 20. Payment towards Income tax, GST or any other taxes etc. if applicable on any service offered for providing catering service/ food to the guest is the responsibility of the contractor.

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. 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 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 through online mode on the specified date and time.

3. Eligibility for Submission of Bids:

Only those service providers who have deposited the cost of tender specification and fulfils eligibility criteria as laid down in **Clause 2** 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.

SECTION-IV

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 minimum Eligibility Criteria and Experience for different personnel is as follows:

Sl No	Category Personnel Required	Minimum Educational Qualification	Age	Experience
1	Manager-cum Supervisor (Highly skilled)	Graduate	18-50	Must have prior experience in similar works.
2	Cook/Asst. Cook (Highly skilled / Skilled)	Matriculation	18-50	Must have prior experience in similar works.
3	Waiter	Matriculation	18-50	Must have prior experience in similar works
4	Kitchen Assistant	Able to Read and Write	18-50	Must have prior experience in similar works

NOTE: At any time OPTCL may ask for supporting document related to educational qualification and Experience of the deployed personnel by the agency.

- (v) The premises with fittings and fixtures, furniture, crockery, cutlery, electrical, mechanical appliances provided to the Agency / Firm for running of the Transit House 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.
- (vi) 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 Transit House, the cost of such loses will be recovered from his Security Deposit or from other dues payable to the Agency / Firm.
- (vii) The Agency / Firm has to execute the contract by himself and not by any sub-agency. 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 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. VALIDITY OF THE TENDER :

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. PERIOD OF CONTRACT:

The contract is for a period of 02(Two) years from the date of commencement of agreement. However, the contract may be extended for another one year or further periods on the basis of satisfactory performance of services and on the same rates of terms and conditions of the original work order mutually agreed upon by both the parties.

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. LEGAL OBLIGATIONS :

- (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) 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.

- (v) 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.
- (vi) 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 7th 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.
- (vii) 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.

5. **CONTACT ADDRESS:** 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.

6. **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.

7. **TERMINATION FOR INSOLVENCY:** 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

8. **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.
9. **TERMINATION OF CONTRACT**: 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.**
10. **DISPUTE SETTLEMENT**: 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 CMD, OPTCL or his authorized representative shall be final & binding.
11. **JURISDICTION**: Suits, if any arising out of this contract shall be filed by either party in a Court of Law to which jurisdiction of civil court at Bhubaneswar, Odisha extends.
12. **PAYMENT OF BILL** :
 - (i) The Agency / Firm shall submit the monthly bills within 7th 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. However the pending dues and the deposited challans of EPF and ESI must be submitted in the next succeeding month.
 - (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.
13. **OTHER TAX LIABILITY** : Paying Officer shall deduct the Tax as applicable on work contract in the following order from the monthly running bills of the Agency / Firm:
 - I. Income Tax TDS & GST TDS shall be deducted as per Rule.
 - II. GST: Shall be paid to the Agency / reimbursed by the Agency as per Rules.

14. PAYING OFFICER:

The Drawing & Disbursing Officer for different offices is as follows:

SI No	Place	Paying officer/ Drawing & Disbursing Officer (DDO)
1	Transit House Bhubaneswar	DDO (Head Qrs.)
2	Guest House Puri	DDO, EHT (O&M) Circle, Bhubaneswar

15. BID PRICE :

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.**

16. CRITERION OF SELECTION :

- (i) The OPTCL reserves the right to accept or reject any or all bids without assigning any reasons thereof.
- (ii) *****The OPTCL also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive/workable 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) *****The bidder should be a professional with a minimum of 05(Five) years' of experience in providing in-house catering (i.e., Veg, Non-Veg, South Indian, North Indian, Chinese, Continental, etc.) or similar type of services (up to the last date of submission of bid) out of which at least 02 years of experience in Central/State Government/ Autonomous bodies/ Agencies / Societies / Corporate Sectors /Training Institutes/Banks or other organizations of repute.***
- (iv) *****Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Mere lowest rates are not the sole criteria of selection is not bound to accept the lowest rates.***
- (v) ***Preference may be given to the Agency / Firm having valid Quality System Certificate as per ISO subject to agree upon lowest rate(s).***
- (vi) Incomplete Tenders would be rejected.
- (vii) Preference may be given to the Agency / Firm having valid Quality System Certificate as per ISO subject to agree upon lowest rate(s).
- (viii) *****OPTCL also reserves the right to reject the L1 bidder that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.***

- (ix) If no rates quoted by the Agency / Firm in the bids, the said bid shall be treated as non-responsive and shall be rejected out rightly.***
- (x) Price bids in any other format other than the prescribed one will not be considered for evaluation.
- (xi) 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.
- (xii) Proper justification for the quoted value of the Service Charges is to be given by the Agency/Tenderer in writing.
- (xiii) ** 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.***
- (xiv) **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.
- (xv) **OPTCL shall pay the Service Charges at the accepted rate as quoted by the successful tenderer. The Agency shall be responsible to bear all other expenses i.e. Office expenses, Uniform, Tax liability, Administrative overhead, overhead Operation etc. out of the paid Service Charges. Hence the agency is advised to quote the Service Charges/Administrative Charges accordingly**
- (xvi) 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-I

**TENDER DOCUMENT
ODISHA POWER TRANSMISSION CORPORATION LIMITED
QUOTATION FOR PROVIDING CATERING SERVICES AT TRANSIT HOUSE, BHUBANESWAR
& GUEST HOUSE, PURI**

TECHNICAL BID

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 similar services. 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 05 years along with a certificate from the agency where the job was carried out.	

Sl.No.	Name of Organization With complete address and telephone numbers to whom services provided	Period		Contracted Amount (Rs per month)	Reason for Termination
		From	To		

<p>4. Organizational details :</p> <p>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:</p> <p>b) Is the establishment registered with the Government; please give details with document/evidence.</p> <p>c) Do you have labour licence. Please provide details and attach a copy.</p> <p>d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in OPTCL.</p>	
<p>5. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.</p>	
<p>6. Please give EPF No: 7. ESI Code: 8. Gratuity Act Regn. No:</p>	
<p>9. Are you governed by minimum wages rules of the Govt. of Odisha. If yes, please give details.</p>	
<p>10. Please attach copy of return of Income Tax for last three years</p>	
<p>11. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 03 years.</p>	
<p>12. PAN No. (Please attach copy)</p>	
<p>13. GST No. (Please attach copy)</p>	
<p>14. Copy of Food License Certificate Issued by Competent Authority with date of validity.</p>	
<p>15. 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</p>	
<p>16. Power of Attorney/authorization for signing the bid documents</p>	

17. 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.	
17) Annual Turn Over for last 03 FYs with valid UDIN	
18. 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	
19) Affidavit duly sworn before a Notary or magistrate regarding the bidder should not have any pending litigation or arbitration with OPTCL	

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. **Terms & Conditions (each page must be signed and sealed)**
2. **Financial Bid**

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No (O)

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 :

- (i) **Intending Agency / Firm are advised to visit the Transit House, Bhubaneswar & Guest House, Puri-OPTCL before submitting Price Bid.** They are advised to visit and check each and every rooms, surroundings and other details. After thoroughly scrutinizing Guest house they fill the Price Bid, 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. No complaints regarding his inconvenience shall be entertained after the work is awarded to Agency / Firm who came out successful in the Tendering process.
- (ii) **The Bidder shall quote Administrative Charges in % (Min.3.85% -Max.7%) on Total per month only.**
- (iii) OPTCL may ask for detail break- up of price Bid, if it is felt the price bid is substantial low/ abnormal.

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

The terms and conditions contained in the Tender document are acceptable to us.

The above sheet shall be submitted with the Price Bid along with the details.

Signature of authorized person

Name _____

Designation

Seal

(Please attach extra sheet if required, duly signed with seal)
The terms and conditions contained in the Tender document are acceptable to us.
The above sheet shall be submitted with the Price Bid along with the details.

Signature of authorized person
Name _____
Designation
Seal

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

The terms and conditions contained in the Tender document are acceptable to us.
The above sheet shall be submitted with the Price Bid along with the details.

Signature of authorized person

Name _____

Designation

Seal

Appendix

PROFORMA FOR HYGIENE

AUDIT

(I)	Quality testing at receiving point (where the raw food/consumable is received/procured)			
	1	FIFO principle is applied (first in - first out)	Yes	No
(II)	Food Preparation			
	2	Food indexing- the menus are being decided to ensure food variety	Yes	No
(III)	Food Safety			
	3	Is the food prepared properly under hygienic conditions	Yes	No
	4	Are the prepared items covered properly	Yes	No
	5	Proper cleaning of the utensils	Yes	No
(IV)	Kitchen/Pantry Hygiene			
	6	Floors are hygienically clean	Yes	No
	7	Walls are dust /damp free	Yes	No
	8	Furniture is regularly cleaned	Yes	No
	9	Washing area provides hygienic environment	Yes	No
	10	Cooking counter is adequately clean	Yes	No
(V)	Condition of Equipment in Food Preparation			
	11	Work worthy	Yes	No
	12	Clean	Yes	No
	13	Safe to handle	Yes	No
(VI)	Food Handler's Health			
	14	Health checkup done or not	Yes	No
	15	Nail are cut clean and healthy	Yes	No
	16	Head gears/caps are worn	Yes	No
	17	Gloves are worn	Yes	No
	18	Smoking, eating or chewing of tobacco, zarda, gutka etc spitting, are strictly prohibited – Prohibition observed or not	Yes	No
(VII)	Hygiene of Eating Place			
	19	Floor is hygienically clean	Yes	No
	20	Walls are dust/damp free	Yes	No

	21	Furniture is regularly cleaned	Yes	No
(VIII)	Food Quality			
	22	Palatability is tasted by the Company's Representative	Yes	No
(IX)	General			
	23	Exhaust System is working	Yes	No
	24	Garbage disposal is done regularly	Yes	No
	25	Drainages system is functioning	Yes	No
	26	Washing area provides hygienic environment	Yes	No
	27	Service counter(s) are adequately clean	Yes	No

Remarks: Satisfactory/Not satisfactory

Name and Signature of
Agency

Countersigned by the Authorized Officer of OPTCL

Date:.....

Note: These terms and conditions shall be part of the Contract / Agreement to be executed between OPTCL and the Service Provider on a non-judicial stamp paper worth Rs.100/- or as applicable and the non-judicial stamp paper shall be purchased in the name of the Manpower Service Provider (i.e the successful bidder) and any non-compliance shall be deemed as breach of the Contract/Agreement.

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 agree to abide by same unconditionally.

(Signature of Tenderer with seal)

Address:

Phone No (O):

Name:

Seal:

FOOD MENU FOR TRANSIT HOUSE, BHUBANESWAR & GUEST HOUSE, PURI

1	BED TEA/COFFEE	Tea/Coffee (as per request)
2	BREAKFAST	<p align="center">1) Juices - Fresh/Canned Seasonal Fruit Juice/ Canned Tomato Juice OR Fresh Fruit Platter - (Min. two Seasonal fruits)</p> <p align="center">2) Breakfast Cereals - Wheat Flakes/Corn Flakes with Hot / Cold Milk</p> <p align="center">3) Morning Bakery - Plain/Fruit/Chocolate Chip Muffin/cake</p> <p align="center">4) Eggs to order - Boiled/ masala/plain Omelette</p> <p align="center">5) Bread -Brown / White Toast/ Hash Brown with Butter, Jam and Sauce</p> <p align="center">6) Main Course -Idli/ Bada/ Upama/Dosa with Sambhar and Coconut or Tomato Chutney/ or Stuffed Paratha and Curd / Aloo Puri or Cholley Bhature</p> <p align="center">7) Tea/Coffee/Milk</p>
3	Mid-Session Tea/ (Morning, Afternoon and Evening)	<p align="center">1) Assorted Cookies (Sweet & Salt) with morning and Afternoon tea</p> <p align="center">2) Snacks (Paneer Pakora/ Mix Veg. Pakora/ Potato Bonda/ Samosa/ Bread Pakoras/ Dhokla/ Sandwiches) with Morning and Evening Tea</p> <p align="center">3) Tea and Coffee</p>
4	LUNCH/DINNER	<p align="center">Soup - Cream of Tomato/ Sweet Corn Soup/ Veg Soup/ Tamatar Dhania ka Shorba</p> <p align="center">2) Salads - Two types of Salads including Green Salad</p>
5	Main Course	<p align="center">1) One Non-Veg - Boneless Chicken/Chicken Curry/Kebab/Murg Tikka or Grilled Fish/Fish curry/Fried Fish or Mutton curry / kebabs</p> <p align="center">2) One Paneer Dish- Shahi Panner/ Matter Paneer/ Malai Kofta/ Kadhai Paneer</p> <p align="center">3) One Seasonal Vegetable -Mix Veg / Kofta /Bhindi/ Cabbage/Cauliflower/boiled Vegetables)/ Dum Aloo/ baby corn</p> <p align="center">4) One Dal -Yellow Dal Tadka/ Dal Makhani/Rajma/ Chane/ Sambar- dal</p> <p align="center">5) Rice -Steamed Rice/Zeera Rice/ Veg Pulao/ Fried Rice</p> <p align="center">6) Curd -Plain Curd/Boondi Raita/Mix Raita/ Dahi Bhalla with sonth</p> <p align="center">7) Breads- Tawaroti/Naan/Pudina Parantha/Tandoori</p>

		<p>Roti/Lachha Parantha</p> <p>8) Achaar + Papad + Chutney (Mint-Coriander)</p> <p>9) Desserts-Rasmalai/Gulab Jamun/Moong Dal halwa/Gajjar halwa/ Malpua/ with Rabri/ Custard with Jelly / Rasgolla/ Ice Cream (different flavours)</p>
6	VIP LUNCH / DINNER	<p>1) Soup (Two)- - Cream of Chicken/Chicken noodle Soup and Cream of Tomato/Sweet Corn/ Veg Soup/ Tomato Dhania Ka Shorba</p> <p>2) Salad (Three Types)- Green Salad and Potato Red Chilli Salad/Cherry Tomatoes & Baby Spinach/Sliced citrus fruits in pickle marinade/Sprout salad/ Onion rings in Vinegar</p>
7	Main Course	<p>1) Non Veg. (two)- Grilled Fish with Lemon Butter/Fish Curry / Boneless Chicken/ tandoori chicken/Chicken malai tikka, Mutton chatpatta / mutton curry</p> <p>2) Vegetable whole wheat sandwich or Paneer tikka sandwich</p> <p>3) Three Vegetable- Boiled vegetable/Mix Vegetable & any two out of Mutter paneer/ Malai Palak/ Mattar Mashroom Navrattan Korma/ Bhindi do pyaza/ Kofta curry/ Cauliflower/Sarson-Ka-Sag etc</p> <p>4) Yellow Dal Tadka/Dal Makhani/Rajmah/Channe</p> <p>5) Steamed Rice/ Navarattan Pulao/ Zeera Rice/ Veg Pulao</p> <p>6) Plain Curd/Boondi Raita/Vegetable Raita/ Dahi Bhalla</p> <p>7) Plain/Butter Naan/Rotti/ Parantha/Tawa Roti/Missi/Makki Roti etc plus additional items as desired by NITS</p> <p>8) Achaar+ Papad+Chutney</p> <p>Dessert (Two) -Rasmlai/GulabJamun/Moong Dal Halwa/Gajjar Halwa/ Custard with Jelly/Malpua with Rabri/ Rasgolla/ Date Panacakes/ Pastry/Vanilia Ice Cream with Hot Chocolate Sauce/Butter Scotch</p>

- Note: The Agency should be ready to provide additional or replace the above dishes with South Indian or Chinese dishes as and when desired by OPTCL authority

BIDDER'S COVERING LETTER

To,
The Chief General Manager (CPC)
HQ Office, Bhubaneswar-751017, Odisha

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 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.....

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

This **SERVICE AGREEMENT** is made on _____
between,

OPTCL _____ (hereinafter called as the “**Authority**”) of the 1st
Party and _____ (hereinafter called the
“**Service Provider**”) of the 2nd Party.

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;
 - (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 7th 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 02 Year i.e. _____

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

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

Witness 1:

Witness 1:

Witness 2:

Witness 2:

[Name and Designation of the Representative with seal]

1. Address:

2. Address:

**ANNEXURE A
SELF-DECLARATION–NO BLACKLISTING**

(Date:)

To

The CGM (CPC)
OPTCL Tech Tower, Janapath, Saheed Nagar,
Bhubaneswar-751007.

Ref : Tender for Providing Catering Services at Transit House, BBSR & Guest House, Puri, OPTCL

Dear Sir,

In response to the Tender Document for providing Catering Services at Transit House, BBSR & Guest House, Puri, OPTCL I/We hereby declare that presently our Company/ firm/Agency _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm/Agency _____is not blacklisted/debarred and not declared ineligible for reasons of corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our **security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.**

Thanking you,

Yours faithfully,

Signature of authorized person

Date:

Full Name:

Place:

Seal:

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of,2026--27 by _____(herein after called as “Firm/ Agency” which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act,1956/2013, having its Registered Office at Janpath, Saheed Nagar, Bhubaneswar-751007, Odisha and having its offices throughout the State of Odisha (herein after called “OPTCL” which expression shall include its successors & assigns). We,_____ having a registered office at _____ have entered into a contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated _____ to provide Catering Services at Transit House, BBSR & Guest House, Puri, OPTCL, 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 labor laws as applicable to the persons engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

For and on behalf of

Authorized Signatory

Witness

1.Signature:

1. Signature

2.Name:

2. Name:

3.Address:

3. Address:

PRO FORMA OF BANK GUARANTEE FOR BID SECURITY (EMD)

(To be stamped in accordance with Stamp Act **Digital e-stamping** of appropriate value should be in the name of Issuing Bank)

1. Ref No:

2. **e-Bank** Guarantee No.

Date:

e-BG Amount:

Validity Period:

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated of OPTCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs. [Rupees in **words**-----] valid for a period ofdays is required to be submitted by the bidder, as per Tender Specification, we the _____) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Tender Issuing Authority, Central Procurement Cell (CPC) ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.

2. We, the _____ [indicate the name of the Bank, Address, Code] do hereby further 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 undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under

this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder 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 [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder 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 _____ we shall be discharged from all liability under this guarantee thereafter.
5. We the _____ Bank further agree with OPTCL 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 of performance by the said Bidder 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 Bidder 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 granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder 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 and constitution of the Bank and/or of the Bidder.
- 7 We _____ [indicate the name of 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 invocable at our place of business at ----- Branch of **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 **e-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
Full name
Designation
Power of Attorney No.
Date.....
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)
Signature
Full name
(2)
Signature
Full name

N.B.:

1. Name of the Bidder.:
2. **e-BG** No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. E-NIT No.....
6. Package/Works No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

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

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD
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	EMD
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No

For the purpose of executing the Bank Guarantee, the Digital e-Stamping of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'(as per Mandatory Electronic Bank Guarantee (e-BG) through NeSL Platform.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

(To be stamped in accordance with Stamp Act **Digital e-Stamping** of appropriate value should be in the name of the Issuing Bank.)

3. Ref No:-

4. **e-Bank Guarantee** No.

Date:

e-BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s/Shri , Address..... (herein after called the “Contractor”) for providing **Catering Services at Transit House, BBSR & Guest House, Puri, OPTCL** under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

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 production of a Bank Guarantee for Rs. _____ (Rupees _____) 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 invocable 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 **e-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.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor.:

2. e-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:.....

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

Format for SFMS details

(The Unique Identifier for field 7037 is "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----

Note:

- 1. Contractor shall furnish single CPBG for the contract (providing watch & ward service to OPTCL).**
- 2. Strikeout the portion which are not required.**
- 3. For the purpose of executing the Bank Guarantee, Digital e-Stamping of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee' (as per Mandatory Electronic Bank Guarantee (e-BG) through NeSL Platform).**

PROFORMA OF EXTENSION OF BANK GUARANTEE

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

Ref No: - Date: -

Sub: Extension of Bank Guarantee No.for Rs. favouring yourselves, expiring onon account of M/s. in respect of LOA No. dated (herein after called original Bank Guarantee).

At the request of M/s., we..... Bank, branch office atand having its Head Office at do hereby extend our liability under the above mentioned Guarantee No. Datedfor a further period ofyears / months/ days from to expire onexcept as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

“ 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 extension 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 this Day of20..... at

For[Indicate name of the Bank]

Signature.....

Full Name

Designation

Power Of Attorney No.....

Seal of the Bank.....

NOTE: i) SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is "OPTCL541405793")

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	EMD/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	EMD/Contract Performance/
15	Reference/Description of the underlined tender/contract	Mandatory	NIT No/LoA No