

ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିମିଟେଡ.

ODISHA POWER TRANSMISSION CORPORATION LIMITED



(A Government of Odisha Undertaking)

Regd. Office: Janpath, Bhubaneswar - 751022

OFFICE OF THE GENERAL MANAGER (ELECTRICAL)

E.H.T. (CONSTRUCTION) CIRCLE, RAYAGADA.

AT/PO: Near 132/33KV Grid Sub-station, Seriguda, Rayagada

Pin-765002, Dist- Rayagada (Odisha)

Email: ehc.cle.rgd@optcl.co.in

Phone: 06856-295020

[CIN-U40102OR2004SGC007553](https://www.mca.gov.in/publication/CIN-U40102OR2004SGC007553)

TENDER SPECIFICATION

NO.05/2020-2021

OFFICE OF GM, EHT (C), CIRCLE, RAYAGADA

FOR THE YEAR 2020-21

FOR

ANNUAL MAINTENANCE CONTRACT FOR CLEANING, UP-KEEPING AND SANITATION WORKS FOR

- 1. OFFICE OF THE GENERAL MANAGER (ELECT.), E.H.T (C) CIRCLE, OPTCL, RAYAGADA.**
- 2. OFFICE OF THE DY. GENERAL MANAGER (ELECT.) E.H.T (C) DIVISION, OPTCL, RAYAGADA.**
- 3. OFFICE OF THE DY. GENERAL MANAGER (ELECT.) E.H.T (C) DIVISION, OPTCL, JEYPORE**
- 4. OFFICE OF THE SDO (ELECT.) E.H.T (C) SUB-DIVISION, OPTCL, RAYAGADA.**

SALE OF TENDER SPECIFICATION: DT. 26-03-2021

LAST DATE & TIME SALE OF TENDER SPECIFICATION: DT. 20-04-2021

(UPTO 1:30 PM)

LAST DATE & TIME OF SUBMISSION OF TENDER: DT. 20-04-2021 **(UPTO 2:30 PM)**

DATE AND TIME OF OPENING OF TENDER: DT. 20-04-2021 **(AT 4:30 PM)**

COST OF TENDER PAPER: **Rs. 4480.00**

ISSUED TO,

M/S.....


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SECTION-1

| | |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>ODISHA POWER TRANSMISSION CORPORATION LTD. (A Government of Odisha Undertaking) Regd. Office: Janpath, Bhubaneswar-751022, Odisha OFFICE OF THE GENERAL MANAGER: ELECT. EHT (CONSTRUCTION) CIRCLE: RAYAGADA, AT/PO: SERIGUDA, DIST: RAYAGADA (ODISHA), Pin-765002, Email-ehc.cle.rgd@optcl.co.in CIN: U40102OR2004SGC007553/GSTIN:21AAACO7873L1Z6</p> |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

TENDER CALL NOTICE NO. 05/ 2020-21

The General Manager (Elect.), E.H.T. (Construction) Circle, Rayagada invites sealed Tenders in duplicate from intending Registered Agencies / firms having GSTIN and PAN card for annual maintenance contract for cleaning, up-keeping and sanitation work of

1. Office of the General Manager (Elect.) E.H.T(C) Circle, OPTCL, Rayagada.
2. Office of the D.G.M(Elect.) E.H.T(C) Division Rayagada.
3. Office of the D.G.M(Elect.) E.H.T(C) Division Jeypore.
4. Office of the SDO (Elect.), EHT (Construction) Sub-Division, Rayagada.

The tender specification can be obtained from the office of The GM (Elect.) EHT (Construction) Circle, Rayagada on payment of Paper Cost **+GST @ 12%**(Non Refundable) in shape of Cash/ Bank Draft in favor of the **General Manager(Elect.), EHT (Construction) CIRCLE, Rayagada** payable at RAYAGADA Branch on any working day. In case the D.D made any other nationalized bank payable at any clearing branch at Rayagada will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable Additional amount of Rs.100/-(One Hundred only) may be paid extra for postal delivery of the tender specification. The undersigned shall not be held responsible for any postal delay.

The Tender shall be received by **02.30 PM of dated 20-04-2021** & **will be opened at 04.30 PM** Hours of same day in the Office of the undersigned in the presence of the Bidders (or) their Authorized Representatives present if any. If any of the above date happens to be a holiday, the next working day will be the corresponding effective date. One Tender paper shall be issued to each Bidder. E.M.D value (detail mentioned in EMD clause) should be deposited in shape of Demand Draft in favor of the **General Manager (Elect.) E.H.T. (Construction) Circle, Rayagada & payable at Rayagada.**

N.B:- Tender Paper must be purchased from this office only. No other mode like downloaded paper from website will not be accepted.

General Manager (Elect.)

SECTION-II

INSTRUCTION TO BIDDERS

1. **(A)** Sealed tenders are invited from reputed firms/ agencies/ individuals having GSTIN, PAN & sound financial capabilities.

(B) The Bidder should super scribe only the "Tender Call Notice No. & Date of Opening of the tender on the body of the Sealed Envelope". Bidder should not write their name or any other information on the body of the sealed envelope. Super scribing any other information on the body of the envelop, Conditional tender, Incomplete tender, Telegraphic / Fax / E-mail (etc.) Tenders & **Tenders not accompanied with requisite amount of E.M.D. will be rejected.**

The authority reserves all rights to reject any, all or part of the Tender, alter/modify the requirement/ delete any part of the tender without assigning any reason thereof.

2. SCOPE:

The job covers up keeping, cleaning, sanitation of rooms corridors, toilets, urinals, wash basins, floor areas, furniture, office equipment, doors, windows, walls, roofs and premises of the offices and transit house under annual contract.

The agencies has to arrange all the required men and materials at his own cost to complete the above job. The scope of work is variable from time to time within the contract period. Such variation, i.e. any addition/ deletion of areas, unit of cleaning will be intimated to contractor from time to time. For such variations the contractor shall immediately arrange to take up the work as per price at which order is placed.

N.B:-

1) Anybody having GSTIN & Pan Card may participate in the tender process by quoting the price. On the event, if the bidder is found to be lowest successful bidder, then he will provide the contract labour license, EPF & ESI registration in respect of engagement of laborers for cleaning purpose must be submitted within one month from the issue of work order if applicable, else the EMD will be forfeited and may debar from the future tender.

3. SUBMISSION & OPENING OF TENDER:-

The bidder has to submit all the documents as mentioned in Clause No.08(A) of SECTION-II. Also the documents must valid on the date of opening of tender should be submitted along with tenders, failing which the tender will be rejected. The bidder or their authorized representatives should produce the original documents mentioned in Clause No.08(A) of SECTION-II for verification at the time of opening of the tender. Those who fail to produce the same and found not to be valid on the date of opening of tender not matching with the Xerox copy submitted by the bidder; their tenders will be out rightly rejected. In case if only one bidder participates in the tender process or nature of urgency of work (decided by this office), then undersigned may consider the case (*but not mandatory) & he will be given a chance to produce original documents in this office within one week from the date of opening of the tender.

4. RIGHT & AUTHORITY FOR REJECTION:- Tenders received after due date and time will be summarily rejected. The General Manager (Electrical), E.H.T. (Construction) Circle, Rayagada reserves the right to reject any or all of the tenders without assigning any reason thereof.

5. VALIDITY OF OFFER:- The offer should be firm and valid for a period of at least 18Months from the date of opening of tenders, Unless the tender will be out rightly rejected.

6. EARNEST MONEY DEPOSIT:- The tender should be accompanied with Earnest Money Deposit (EMD) either in shape of Bank Draft in favour of EHT (Construction) CIRCLE, Rayagada payable at "ANDHRA Bank", Rayagada Branch otherwise tender will be out rightly rejected. In case the D.D made any other nationalized bank payable at any clearing branch at Rayagada will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the EMD. The collection fee is Nonrefundable & It can't be taken into account of EMD deposit. The EMD of the unsuccessful Bidders will be returned after finalization of tender. The EMD of the successful Bidders will be returned only after satisfactory execution of order and signing of the contract agreement and completion of contract period. In case of successful Bidder fails to execute the order satisfying all terms & conditions & scope of work within stipulated date mentioned in the date of order, the Earnest Money Deposit will be forfeited. No interest will be paid on the EMD. Tender should be submitted along with requisite amount of E.M.D. i.e. Rs. 8500.00 (Rupees eight thousand five hundred only) in the manner specified in the tender specification.

7. SECURITY DEPOSIT: - The tenderers whose offer qualifies for acceptance will be awarded work order after receipt of security cum performance guarantee equal to 10% of ordered value in shape of demand draft in favour of G.M (Elect.) E.H.T (C) Circle, OPTCL, Rayagada within 15 days of issue of communication letter from this office else 10% of the bill amount will be deducted from all the monthly bill. No interest shall be paid to the agency towards the security deposit so deposited by the agency.

8. (A) DOCUMENTS: -

- i) Valid GSTIN.
- ii) Valid PAN.
- iii) Contract labour license.
- iv) The ESI and EPF registration certificate of the firm.
- ix) Copy of GST return.

9. Corrections, Over-writings and illegibility: Tender with over writing, erased, illegible rates or rates not shown in figures and words in English will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and total amount, the decision of the Competent Authority accepting the tender will be final and binding on the bidders. Total of item and grand total of whole tender be clearly written.

Correction in the tender, if un-avoidable, should be made by re-writing with dated initial of the bidder after scoring out wrong entries, clerical and arithmetical mistakes may result in the rejection of the tender.

10. The bidder shall sign on all pages of the tender document as a token of acceptance of all terms and conditions thereof and submit his quotations therein.

11. The bidder shall quote the rates in the Price Bid of the tender documents. The rates quoted should be including of all taxes and duties but exclusive of GST.

12. Request from the bidder in respect of additions alternations, modifications, corrections of either terms or conditions or rates after opening of the tender will not be considered.

13. All correspondence relating to the tender shall be made with General Manager(El.),E.H.T. (Construction) Circle, OPTCL, Rayagada.

14. **ADDITION OR DELETION OF SCOPE:-** The Scope of the work/ services may be altered in quantum as per exigencies of work. The Agent shall accordingly provide services as may be required by the Officer- in -Charge on being given a notice of 15 days. Also the undersigned may modify the assigned station as per requirement also assign for all Sub-divisions, Divisions & Offices as per requirement whenever necessary.

15. In case of public strike/ bandh, the Company shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.

16. The agency should always carry a mobile telephone, (at the cost of the bidder) for communication purpose.

17. **ARBITRATION:-** In the event of any dispute arising out his contract. The same shall be referred for arbitration to the Director (HRD) OPTCL, Bhubaneswar or any arbitrator appointed by the Chairman- Cum- Managing Director, OPTCL after due notice of claim and such appointment and the award of the arbitrator shall be final and binding arbitration and conciliation Act. 1996 shall apply. The venue of arbitration will be Bhubaneswar.

18. **EMPLOYMENT / LIABILITY:-** The Agency/owner shall be solely and exclusively responsible for engaging or employing manpower. All employees engaged by the agent/owner shall be on his pay roll and paid by him. The company will have no liability what so ever concerning the employees of the Agent or of the owners. The Agency/owner shall indemnify OPTCL against all loss or damage arising out of or in the course of his employing persons or out of his relations with his employees. The Agent/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agent/owner shall be directly responsible for any disputes arising between him and his employees and keep the officer-in-charge indemnified against losses, damages or claims arising thereof including any workmen compensation etc.

SECTION-III

GENERAL TERMS & CONDITIONS

1. The regular up-keeping cleaning and sanitation work should start at **7 .00AM** and shall be completed positively by **9.30 AM** every day. Unless emergency arises no such work should be taken up during office hours on all working days to avoid any disturbance in office work.
2. Sweeping & Cleaning personnel shall be available in each place during office hours for attending any emergency work and to maintain the toilet, wash basin and urinals clean and odour free throughout the day. Besides, the cleaning and sanitation work need to be carried out on all holidays.
3. Adequate personnel as required should be arranged during any emergency apart from the regular personnel available at specified sites. It should also be ensured that the working personnel are immediately available for attending any emergency cleaning.
4. One complaint register is to be maintained by the contractor for each office for taking individual feedback. It is the responsibility of the party to maintain the attendance register of the personnel deployed which shall be checked by officer in-charge.
5. A deployment chart of personnel with their detailed address with xerox copy of Aadhaar card is to be furnished by the contractor to the concerned consignee every month.
6. The work should be executed to the full satisfaction of the concerned authorities strictly as per the direction laid down in the W.O/ Tender specification/ instruction of the officer in-charge.
7. Any sub-standard material supplied/ sub-standard work noticed/ negligence in discharging the entrusted work should be replaced/ rectified immediately on receipt of such complaints from concerned officer in-charge. Non response to the above complaint may lead to termination of work order with forfeiture of security deposit.
8. The contract shall be valid only for a period of 24 (Twenty four) months from the date of execution of agreement. The department reserves the right also to terminate the contract at any time during the contract period without assigning the reasons thereof. The contract may be further extended (if the Authority desires) on satisfactory performance of the party.
9. The party or his representative should make arrangement for proper supervision of day to day sanitation work and immediately arrange another person to take up the work in case of absence of the deployed person and ensure the availability of required materials at all the time in all units. The Officer-in-charge will cross check and verify the services on sample basis and may impose penalty for any negligence.
10. In case, the party does not supply the required materials in a particular month and there is absence of required manpower in specific location for a given period, then price shall be accordingly adjusted on proportionate basis from the monthly bill of the agency.
11. The agency/ party shall be responsible for engagement of minimum required number of trained persons as per the schedule having uniform and ID cards.
12. The agency/ Party shall be responsible for all payments of above persons engaged by him for the above work. It is the prime responsibility of the agency/ Party to ensure that the Person engaged at

various offices get their monthly wages in time at the end of each Month/ within a week of the succeeding month without waiting for the release of payment from OPTCL.

13. All such payments have to be done through transfers of salary to the bank account of all the outsourced persons every month along with deposit of all other statutory dues including PF and ESL It is sole responsibility of the agency to ensure that all the employed personnel are having valid bank accounts for crediting such payments as defined above.

14. The contractor shall be responsible for the proper behavior of all the persons engaged by him and shall exercise proper degree of control over them. OPTCL shall not be held responsible for any unrest caused by the above person on account of their engagement by the contractor.

15. If any equipment or asset of OPTCL is damaged by employee engaged by the agency/ Party, the same shall be recovered from the contractor-/ his pending bills if any.

16. Any person not found suitable for above work must be replaced by the Contractor forthwith without affecting the normal work.

17. On receipt of complaint against any deployed personnel for not discharging his duty properly or regularly, contractor should act upon the complaint immediately and should replace · with suitable substitute at the earliest and during such time it should also be seen that the routine work is not hampered in any way.

18. The persons engaged by the Contractor should be free from all communicable disease and any health hazards. It is responsibility of Contractor to ensure that the persons deployed for above work should not be under influence of liquor or other addictions while at work.

19. The Agency/ party shall maintain the attendance registers for the deployed persons & deploy the persons in such a manner so that there shall be no violation of any leave rules and weekly off-days. The attendance register will be periodically checked by the Officer-in-Charge.

20. Neatly typed address with recent stamp size photos of the persons to be deployed for above work are to be submitted to the concerned authority i.e. paying officer and in-charge of each Grid substation for record and permitting the persons with a valid entry gate pass into the premises of the working places.

21. In case of replacement/ substitute of the deployed person, the contractor is required to intimate the same to the authority and obtain permission with an entry (gate) pass in favour of the new person duly surrendering the earlier pass.

22. It is the contractors' prime responsibility to ensure deposit of monthly EPF and ESI contribution in respect of all deployed personnel for the total period of engagement, In each month and furnish a copy of such deposit, to the paying officer for due scrutiny and record prior to release of the running bill.

23. All statutory Liabilities as per prevailing Govt. rules, workman compensation, if any shall be borne by the contractor and OPTCL shall not have any liability what so ever in this regard and also contractor cannot have right for any claim in this regard.

24. The deployed personnel should be made well aware and trained regarding the working surrounding, which is a HIGH VOLTAGE premises and slightest negligence might give rise to a critical situation/health hazards in Grid substation. They should strictly work as per the instruction of Grid personnel only. The contractor is fully responsible for any accident (General/electrical Accident) and Hazards met by the deployed personnel during execution of the contract.

25. Also it is the responsibility of the contractor for any compensation arising out of the afore mentioned accidents and to be disposed by the contractor as per the prevailing Labour ACT, Odisha having no financial burden to OPTCL.

26. Notwithstanding anything mentioned in the Tender specification or the subsequent approval of acceptance by the owner, the ultimate responsibility for satisfactory performance shall rest with the contractor.

27. It should be noted that the job is being taken up purely on outsource basis and the personnel deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the Authority of OPTCL under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted to OPTCL by the Contractor.

STATUTORY COMPLIANCE:-

(a) On award of contract in favour of the Contractor, the Contractor is required to obtain license from concerned authority under the Contract Labour (R&A) Act.1970 & Rules made there under.

(b) The Contractor shall comply with the provisions of the Employees' Provident Fund and miscellaneous Provisions Act 1952 and the Employees' State Insurance Act 1948 and any other Act as applicable for this contract. The Contractor shall deposit Employees and Employer's share of contribution with the appropriate authority every month regularly in respect of the persons deployed by him against the respective PF & ESI number. The same shall be submitted to the officer-in-charge for checking and release of monthly bill.

(c) The Contractor shall also comply with the provisions of the Payment of Wages Act 1936, the Minimum Wages Act 1948, the Employers Liability Act 1938, the Industrial Dispute Act 1947, the Maternity Benefit Act 1961, the child labour (Prohibition & regulation) Act 1986, the contract Labour (Regulation & Abolition) Act.1970 or any modifications thereof or any other law relating thereto and rules made there-under from time to time.

(d) No person below 18 years will be engaged by the Contractor.

(e) The Contractor will take insurance policies for sufficient amount to cover him/her against third party risks and keep OPTCL indemnified and continuously keep indemnified during subsistence of contract.

(f) The Contractor shall recruit his own staff for the contract work. The Contractors staff will not be treated as OPTCL staff.

(g) For any purpose whatsoever facilities/ benefits applicable to OPTCL staff will not be applicable to Contractor's employees. The Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws as 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. the same shall be recovered from the Security Deposit of the Contractor retained with OPTCL or from the bill payable to him or failing which it shall be recovered as per law.

(h) It is made clear that the Contractor shall have PF Account No allotted by RPFC and extend PF benefits as provided under the EPF and MP Act 1952 to all his employees. He shall also allow ESI provisions to all his employees deployed for execution of above work.

(i) Payment to the workmen deployed by the Contractor shall be disbursed before 7th day of succeeding month through bank transactions only into the bank accounts of each employee employed

by the firm. Then the bills in triplicate including the attendance sheet/statement duly certified by the concerned officer of OPTCL, statement of Bank transfer of the wages paid to the employees need to be submitted to the Officer-in-Charge for release of payment.

(j) All the payment including statutory dues to the deployed persons shall be made through bank into the individual accounts. No Cash payment shall be made to the employees employed through the firm.

SUPPLY OF MATERIAL:

All the required materials to be used for cleaning and up keeping of substation control room I offices sanitation and day to day maintenance shall be supplied by you which should be of good quality and reputed brand. In no case, extra cost will be paid towards transportation, handing over, storage and overhead expenses against each supply. The quality and brand must be approved by the concerned consignee. Any complaint for utilization of substandard materials / supply of material for execution of the work will be liable for deduction of proportionate cost arrived by taking the local market rates for such materials.

SAFETY REQUIREMENT:

The Contractor shall provide First-Aid and emergency medical facilities for his employees. The Contractor shall take requisite precautions and use his best endeavors to prevent any riot and unlawful behavior by or amongst his persons for the preservation of peace and protection of OPTCL property.

PAYMENT OF BILL:

(i) The Contractor shall submit the monthly Cleaning and sanitation bills along with satisfactory performance certificates within 5th day of the following month to the Officer-in-charge for payment along with Bank transfer advice mentioning the payment to individual employees, deposit statement/return of PF and ESI for the preceding month, deployment chart and other documents related to statutory dues.

(ii) All the statutory dues shall be deducted from running bills at the rate prevailing at the time of payment of the bills. The Contractor is required to submit EPF deposit slips with ECR & ESI deposit slips with ECR of preceding month along with monthly bills. The Contractor shall be held responsible for such delay as per provisions of the Act.

(iii) Payment after statutory deductions and other deductions like taxes, penalties, etc. shall be released after due certification of the bills by the Officer-in-Charge. Payment shall be made in shape of crossed Ale Payee cheque in favour of the Contractor after due verification by the Paying authority considering all the payment terms are being complied.

(iv) In case of any complaint of non-fulfillment of any obligation under the contract, the Officer-in-Charge reserves the right to withhold payments due to the Contractor and the Contractor shall comply within three days the requirements for early release of the payments.

SECURITY DEPOSIT:

(i) The Contractor is required to deposit Security amount equal to 10 % (Ten Percent) of contract value of one month in shape of Bank Guarantee / Bank Draft drawn in favour of EHT Construction Circle, OPTCL, Rayagada payable at Rayagada from any Nationalized Bank and this security amount is required to be renewed in every month up to expire/ cancel of the contract at the time of executing agreement. The Security Deposit will be released after satisfactory execution of the order in all respect and after adjustment of dues or any penalty if imposed by any of the officer in charge due to nonpayment of minimum wage to the employees, short supply of consumables, etc. Security Deposit

shall be released after one month from the expiry of the Contract period. The amount of Security Deposit will not carry any interest. In case the work scope of the contract is increased and the Contractor shall have to make deposit of 10% of the annual contract value for the differential work order value.

(ii) Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum of appropriating in part or whole from the Security Deposit of the Contractor. 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 become due. The Contractor shall pay to the OPTCL on demand of any such balance remaining due.

(iii) In the event of any breach of the terms of the contract by the Contractor or any loss or damage occurred to the OPTCL which in the opinion of the OPTCL has arisen, the decision where of shall be final and binding on the Contractor or in the event of the termination of the contract or for any such breach, the Security Deposit is liable to be forfeited. The decision of forfeiture shall be final and binding on the Contractor.

(iv)The contractor shall not be liable for any penalty for delay or failure to perform the contract for reasons of force majeure such as acts of God, acts of public enemy, acts of Govt., fires, floods, Epidemics, Quarantine restriction, Strikes, Freight Embargo, provided that the contractor shall within 10 (ten) days from the beginning of such delay notify the OPTCL in writing of the cause of delay, upon which the management shall verify the facts and grant such extension as facts justify.

SUBCONTRACTING:

The work shall not in any manner or to any degree be sub-contracted.

LANGUAGE AND MEASURES:

All correspondence shall be written in English Language. The metric system of measurement shall be used exclusively in this contract.

AGREEMENT:

The contractor shall have to execute the agreement with the concerned paying officers. The contractor has to submit the following documents of each deployed personnel to the paying authority while going for agreement.

- a) The copy of the registration number of ESL
- b) The copy of the registration number of EPF.
- c) Undertaking not to claim any benefit or compensation or absorption or regularization /deployment of personnel with the Authority of OPTCL.

RIGHT TO REJECT/TERMINATE THE CONTRACT:

a) The information furnished by the contractor in their bid if found to be misleading to get the order illegally, the contract will be terminated forth with, along with forfeiture of security deposit and the contractor shall be black listed.

b) In case of performance being found to be unsatisfactory continuously for two months and the contractor does not respond to the complaint of OPTCL authorities from any Sub-Division/Division

/Circle, the contract for the entire work shall be terminated on serving one month's notice from OPTCL's side.

c) In case of failure by the Contractor to fulfill his contractual obligations the Officer-in charge reserves the right to cancel the contract in which case the Security Deposit or any deposits with OPTCL shall stand forfeited Management reserves the right to terminate the contract without assigning any reason thereof at any time during subsistence of contract by giving 30 days' notice of the intention to do so. In the event of any such termination of the contract the Contractor shall be paid for all the work executed and duly certified by the officer in charge.

RECOVERY FROM THE CONTRACTOR:

The Contractor is fully responsible and liable for any loss or damage of equipment / materials of OPTCL. Full cost of damages caused to equipment / materials of OPTCL during execution of work will be recovered from the monthly bills/ or by encashment of security deposit.

DISPUTE SETTLEMENT:-

Any dispute or difference arising out of the contract shall be mutually settled, but if the Contractor disagrees to such settlement the decision of General Manager, EHT (C) Circle, Rayagada or his authorized representative shall be final & binding.

JURISDICTION OF COURT: It is hereby agreed that suits arising out of this contract, if any, by either party, shall be filed in a court of law to which the jurisdiction of High Court of Odisha extends.

SUPPLY OF MATERIAL:

All the required materials to be used for cleaning and up keeping of offices/ verandah/and office premises/ sanitation and day to day maintenance shall be supplied by you, which should be of good quality and reputed brand. In no case, extra cost will be paid towards transportation, handing over, storage and overhead expenses against each supply. The quality and brand must be approved by the concerned consignee. Any complaint for utilization of substandard materials-/ supply of material for execution of the work will be liable for deduction of proportionate cost arrived by taking the local market rates for such materials.

SAFETY REQUIREMENT:

The Contractor shall provide First-Aid and emergency medical facilities for his employees. The Contractor shall take requisite precautions and use his best endeavors to prevent any riot and unlawful behavior by or amongst his persons for the preservation-of peace and protection of OPTCL property.

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The work shall not in any manner or to any degree be sub-contracted.

LANGUAGE AND MEASURES:

All correspondence shall be written in English Language. The metric system of measurement shall be used exclusively in this contract.

AGREEMENT:

The contractor shall have to execute the agreement with the concerned paying officers. The contractor has to submit the following documents of each deployed personnel to the paying authority while going for agreement.

- a) The copy of the registration number of ESI.
- b) The copy of the registration number of EPF.
- c) Undertaking not to claim any benefit or compensation or absorption or regularization /deployment of personnel with the Authority of OPTCL.

RIGHT TO REJECT/TERMINATE THE CONTRACT:

- a) The information furnished by the contractor in their bid if found to be misleading to get the order illegally the contract will be terminated forth with, along with forfeiture of security deposit and the contractor shall be-black listed.
- b) In case of performance being found to be unsatisfactory continuously for two months and the contractor does not respond to the complaint of OPTCL authorities from any Sub-Division/Division /Circle, the contract for the entire work shall be terminated on serving one month's notice from OPTCL's side.
- c) In case of failure by the Contractor to fulfill -his contractual obligations the Officer-in charge reserves the right to cancel the contract in which case the Security Deposit or any deposits with OPTCL shall stand forfeited Management reserves the · right to terminate the contract without assigning - any reason thereof at any time during subsistence of contract by giving 30 days' notice of the intention to do so. In the event of any such termination of the contract the Contractor shall be paid for all the work executed and duly certified by the officer in charge.

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Any dispute or difference arising out of the contract shall be mutually settled, but if the Contractor disagrees to such settlement the decision of General Manager, EHT (Const) Circle, Rayagada or his authorized representative shall be final & binding.

JUR ISDICTION OF COURT:-

It is hereby agreed that suits arising out of this contract, if any, by either party, shall be filed in a court of law to which the jurisdiction of High Court of Odisha extends.

SECTION-IV

PRICE SCHEDULE

| Sl. No. | Description of work | Unit | EHT (C) Circle, Rayagada | EHT (C) Division, Rayagada | EHT (C) Sub-Division, Rayagada | EHT (C) Division, Jeypore | Total Quantity | Unit rate per month | Amount |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------|------------------------------|----------------------------------|-----------------------------|----------------|---------------------|--------|
| 1 | Sweeping of entire building room flooring once per day throughout the Month. | Sq. Mtr | 650 | 520 | 500 | 520 | 2190 | | |
| | Cleaning of entire building flooring, Varandah, corridor etc once per day with detergent water and Phenyl through out the month with cleaning of spider nets from all corners & ceilings. | | | | | | | | |
| | Cleaning of doors & windows (Glass/Wooden & window railings etc.) every day. | | | | | | | | |
| | Cleaning of telephone, Computer, printer, photo-copier, fax etc should be cleaned properly. | | | | | | | | |
| | Cleaning of fixtures, light fittings & fans, air conditioner covers & any other wall mounted fittings such as key board, notice board etc by applying colin & with marking clothes as per instruction of Engineer-in-charge. | | | | | | | | |
| | Spraying of room freshner daily inside the rooms. | | | | | | | | |
| 2 | Cleaning & Sweeping once per day of outside area of office building upto a distace of 10mtr surrounding along with up-rooting of grass, weeds wherever necessary. | Sq. Mtr | 900 | 500 | 500 | 500 | 2400 | | |
| | Cutting of small bushes & trees upto 10mtr surrounding of the control room as per instruction of Engineer-in-charge. | | | | | | | | |
| | Cleaning of approach road as per the instruction of engineer-in-charge. | | | | | | | | |
| 3 | The contractor will attend the following work: (Toilet, Wash Basin & Urinal} Cleaning of bathrooms, toilets, tiles/floors along with adjacent area wherever required, wash basin, toilet pan, urinal pans, mirror glass, soap stand, hangers etc with a plication of Harpic, scented phenyl & other detergent. Napthalene balls & Odonil should be regularly be supplied. All washbasins & sinks should be cleaned regularly. | Nos. | 4 | 3 | 2 | 3 | 12 | | |
| Monthly Expenditure Total (in Rs.) | | | | | | | | | |
| Yearly Expenditure Total (in Rs.) = 12* Monthly expenditure | | | | | | | | | |
| GST @ | | | | | | | | | |
| Total | | | | | | | | | |

Signature of the bidder (With seal)

SECTION-V
Annexure-I
DECLARATION FORM
(TO BE SUBMITTED WITH THE TENDER PAPER)

To

The General Manager (Electrical)
E.H.T. (Construction) Circle,
OPTCL, Rayagada

Sub: Tender Notice No. 05/2020-21

Sir,

Having examined the above tender paper we hereby offer to give our affordable price for annual maintenance contract for Cleaning, Up-Keeping and Sanitation works of Office of the General Manager (Elect.), E.H.T Construction Circle, Rayagada, Office of the Deputy General Manager (Elect.), E.H.T Construction Division, Rayagada/ Jeypore and Office of the SDO, E.H.T Construction Sub-Division, Rayagada in all aspects to the rate/s entered as mentioned in our tender enclosed herewith.

We certify to have purchased a copy of tender paper remitting Rs by Cash/ Bank Draft and this has been acknowledged by you in your Cash receipt/ Bank Draft No Dated

We enclosed herewith EMD in shape of Bank Draft in favour of General Manager(Elect.) E.H.T. (C) Circle, OPTCL, Rayagada payable at Andhra Bank, Rayagada vide Bank Draft No Dt

Yours faithfully,

Encl: Tender in duplicate.

Signature of Bidder (with Seal)

Annexure-II

FORM OF DECLARATION /UNDERTAKING

(TO BE SUBMITTED WITH THE TENDER PAPER)

We have gone through the tender specification and undertake to comply to the following in the event of OPTCL deciding to place orders on us for award of contract.

1. Submit all original documents as per the tender documents for verification.
2. Shall supply the necessary material along with labour for duty at the designated headquarters within 15 days of receipt of order.
3. Shall submit the aadhar card of the labour for verification.
4. Shall make the labour available for duty during normal as well as beyond normal hours as per requirement.
5. The cost of salary and any other statutory dues of labour shall be borne by us and OPTCL shall in no way responsible in the matter of employment or compensation what so ever pertaining to the labour.
6. Shall be responsible for all cost and expenses arising out of sweeping, cleaning and maintaining. Shall abide by all other conditions of the tender document.
7. Shall abide by all valid conditions laid out by OPTCL subsequently not included in the present terms & conditions.

Name of the signatory

Signature of the bidder.