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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: Janpath: Bhubaneswar-751022.

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

CIN:U4102OR2004SGC007553

e -TENDER NOTICE NO: HRD -02

Odisha Power Transmission Corporation Limited, Bhubaneswar invites bids (in e-Tendering mode only) under two part bidding system from the reputed Firms / Agencies for providing Catering services at OPTCL Power Training Centre, Chandaka, Bhubaneswar for a period of two (02) years from the date of commencement of the Agreement. The bidder (s) can free view / download the tender documents from official Website of OPTCL “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 ₹ **13,440/-** (Rupees Thirteen Thousand Four Hundred Forty Only) including GST@18% to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card)].
- 2) The bidders shall have to submit the non-refundable tender processing fee of ₹ 5900/- (Rupees Five Thousand nine hundred) 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.

CHIEF GENERAL MANAGER, HRD

Estimated Cost of the Work. (IN INR) 5162119 (Fifty One Lakh Sixty Two Thousand One Hundred nineteen only).

TENDER SCHEDULE

Sl No	Particulars	Details
1	Name of the work	Providing Catering services in OPTCL Power Training Centre, Chandaka, Bhubaneswar
2	Period of Engagement	2 Years
3	e-tender Notice No.	HRD 02
4	Destination	OPTCL Power Training Centre, Chandaka, Bhubaneswar
5	Estimated Cost of the Work. (IN INR)	₹ 51,62,120/- (Rupees Fifty One Lakhs Sixty Two Thousand One Hundred Twenty)
6	Cost of Tender documents (IN INR)	₹ 13,440/- (Rupees Thirteen Thousand Four Hundred Forty Only) 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.	₹ 5900/- (Rupees Five Thousand Nine Hundred) 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	NIL
9	Request for Online Bid Document	From Dated. 28.12.2021, 11.00 Hrs to 27.01.2022, 12.45 Hrs
10	Issue of Online Bid Document	From > Dated. 28.12.2021, 11.01 Hrs Up to > Dated. 27.01.2022, 12.46 Hrs
11	Date, Time and Place for Pre-Bid Conference	There shall be a pre-bid meeting. Interested bidders may Visit Power training Center on 07.01.2022 at 3.00 For tender details , Bidders may also contact. DGM(HRD), OPTCL, Bhubaneswar Contact No: 9438907099
12	Receipt of bids	> Up to Dated. 27.01.2022, 13.00 Hrs
13	Opening of Technical Bids (Part-I)	On or after Dated 27.01.2022, 15.00Hrs
14	Opening of Price Bids (Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.

CHIEF GENERAL MANAGER (HRD)



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ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE SENIOR GENERAL MANAGER (HRD)

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

e-tender Notice No. HRD 02
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SECTION-I

Instruction to Bidders

(1) General Information:

- A. OPTCL requires the service of reputed, well established, financially sound, and registered Service Providers to provide catering services in OPTCL Power Training Centre, Chandaka, Bhubaneswar by deploying adequately trained and disciplined manpower as per requirement.
- B. The period of contract for providing the aforesaid service will be ideally for 2(Two) year from the date of effectiveness of the contract. The contract may be extended for a further period of 1(One) year on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.
- C. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

D. Eligibility Criteria

- a) The Registered Office or Branch Office of the bidder must be located within the jurisdictional area of Odisha.
- (b) The bidder may be any entity which is a sole proprietorship, HUF or registered under appropriate authority, such as
 - Registered under the Companies Act 2013
 - Registered under the Indian Partnership Act 1932
 - Registered under the Indian Trusts Act 1882
 - Registered under the Societies Registration Act 1860.
 - Registered under the Limited Liability Partnership Act 2008.
- c) Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.
- d) The bidder must have at least two(2) years of experience in business (up to the last date of submission of bid) for providing similar type of services to at least existing Two (2) numbers of Central/State Government/ Autonomous bodies/ agencies / societies / corporate bodies.
- e) The average Annual Turnover of the bidder from Catering Services shall be more than Rs. 20 Lakhs (Twenty Lakhs) during the last two financial years.
- f) Must not have any pending judicial proceedings for any criminal offence against the bidder.
- g) Bidder whose Contract/Agreement with OPTCL had been terminated/failed to perform will not be eligible to participate in the bidding. Further, the agency should not have blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of bid opening.
- h) Capability of providing adequate numbers of skilled manpower including woman employee to attend all types of works for which Tender is floated.
- i) Firm should possess all statutory documents, i.e. PAN, GSTIN, EPF & ESI Registration

Certificate, IT return for the last 2 assessment year, Food License, Labour License etc.

Note: 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 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.

3) CRITERION OF SELECTION

- i. The OPTCL reserves the right to accept or reject any or all bids without assigning any reasons.
- ii. The OPTCL also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or the quoted rate found to be un-reasonable and carrying the intention only to become lowest one in the bidding process.
- iii. Incomplete Tenders would be rejected.
- iv. Preference may be given to the Agency / Firm having valid Quality System Certificate as per ISO subject to agree upon lowest rate(s).
- v. The Tender shall be evaluated of the technically qualified bidder on the basis of the following:
- vi. Price quoted for Manpower Charges at I + for Catering Rates at II of the Price Bid. The total cost of which Bidder stands in lower side will be declared as L-1
- vii. OPTCL will reject out-rightly the bids quoting the extremely low unworkable Service Charges or/and Catering rates (as per OPTCL's judgment) that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.
- viii. OPTCL also reserves the right reject the L1 bidder that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.
- ix. If no rates quoted by the Agency / Firm in the bids, the said bid shall be treated as non-responsive.
- 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. The payment shall be made for each calendar month only on the basis of actual number of Manpower deployed & on actual days of attendance.
- xiii. The payment of bonus, leave with wages and gratuity shall be made by the agency as per respective statutory labour laws (As amended from time to time) and reimburses the same subject to submission of bills with supporting proof of documents.
- xiv. Payments of all statutory dues are mandatory and should confirm to the relevant legal / statutory provisions in force.
- xv. The contractors maintain proper records of his employee's attendance. Their payment of wages shall be made through bank credit by 7th of the succeeding month. The Bank

- account particulars of all the contractors' employees shall be submitted to OPTCL, No Cash Payment is allowed.
- xvi. The agency shall submit the copy of proof towards deposit of EPF (ECR & Transaction details) & ESI (ECR & Transaction details) contributions duly signed along with the invoice/Challan.
 - xvii. The contractor shall at its own cost extend workman insurance coverage compensation to their employees as may be required under relevant Acts.
 - xviii. Good and Service Tax (GST) as per applicable rate shall be paid extra in accordance with the Rules on payment of GST as applicable.
 - xix. 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 accordingly.
 - xx. Proper justification for the quoted value of the Service Charges is to be given by the Agency/Tenderer in writing.
 - xxi. 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.
 - xxii. 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.
 - xxiii. 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.

4) Registration/Downloading of tender document:

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

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

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

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

- (a) > Click "**Register**", fill the online registration form.
- (b) Pay the amount of Rs.2,360/- including GST in favor of K.S.E.D.C Ltd Payable at Bangalore.
- (c) Send the acknowledgment copy for verification.
- (d) As soon as the verification is being done the e-tender user id will be enabled.
 - (iii) After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.

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

- (a) Insert the PKI (which consist your Digital Signature Certificate) in your System.
(Note: Make sure that necessary software of PKI be installed in your system).
- (b) >Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
- (c) Go to Start > Programs > Internet Explorer.
- (d) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
- (e) Enter e-tender User Id and Password, click on “Go”.
- (f) > Click on “Click here to login” for selecting the Digital Signature Certificate.
- (g) Select the Certificate and enter DSC Password.
- (h) Re-enter the e-Procurement User Id Password.

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

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

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

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

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

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

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

(viii) Tender Opening event can be viewed online.

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

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

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

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

5) 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 **2.0 & 3.0** are eligible to participate in the tender.

6) 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 to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).
- (b) **Tender processing fee:** The bidders shall have to submit the non-refundable tender processing fee of ₹ 2,360/- (Rupees Two Thousand Three Hundred Sixty) only including GST through e-payment mode directly to K.S.E.D.C.Ltd, Bengaluru.
- (c) **Earnest Money Deposit:** EMD amount Nil. However bidder has to submit “bid security declaration” in Bid Security Declaration Form (**Annexure-A, enclosed**) that if they withdraw or modify their bids during the validity period “they will be suspended/debarred for a period of three years”.
- (d) **Documents to Accompany the Bid:**

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

1	Covering letter along with power of attorney on the bidder’s letter head
2	Demand Draft/e-payment receipt in support of Tender cost and Bid processing fee as applicable
3	Copy of Certificate of Incorporation of the firm / agency
4	Copy of GSTIN
5	Copy of PAN
6	Copies of IT returns for the last two assessment years
7	Copies of EPF & ESI Registration Number
8	Copy Bank Account details
9	Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years
10	Copies of work orders from the previous organizations for providing services during last 5 years
11	Copies of Certificates from the clients for satisfactory performance for the services extended in last 5 years.
12	Undertaking regarding non-blacklisting (On stamp paper)
13	Undertaking regarding non-pending of any judicial proceedings (On bidder’s letter head)
14	Copy of Food License obtained from the respective Authority
15	Information desired regarding eligibility criteria as per format given at Annexure-II A.
15	NEFT details of the Banker of the agency with complete profile.
16	Name and address of the clients for whom the jobs were executed
17	All other documents required as per eligibility criteria & selection criteria

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

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

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

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

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

9) **Opening of Bids.**

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

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

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

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

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

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

- (iv) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.
- (v) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- (vi) The Tender shall be evaluated at the Corporate Office and the job may also be split among more than one Tenderer if considered necessary in the interest of the Management. OPTCL may alter the number of Manpower at the time of placing orders. Initially the order may be placed for lesser numbers with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.
- (vii) **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.

10) **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.

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

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

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

12) Security deposit:

- (i) The successful Bidder, to whom work order is issued shall be required to furnish a security deposit @ 3% of the annual contract value in shape of Demand Draft or Pay Order drawn on any scheduled Bank in favor of the D.D.O (Head Qrs.), OPTCL and payable at Bhubaneswar or in the form of Bank Guarantee (B.G) from any Nationalized Bank drawn in favor of Odisha Power Transmission Corporation Limited, Bhubaneswar and payable / En cashable at Bhubaneswar covering the contract period. The same shall be submitted by the agency during office hour to the CGM (HRD), OPTCL, Janpath, Bhubaneswar – 751022.
- (ii) The Security Deposit amount with validity equal to the period of contract with a claim period of additional two months. The BG is to be submitted within 15 days from the issue of LoI / work order and signing of the Agreement.
 - a) The Security Deposit shall be refunded only after satisfactory execution and completion of the contract.
 - b) In case, the contract is further extended beyond the initial period, the validity period of the Bank Guarantee shall be extended accordingly.
 - c) No interest will be paid on Performance Security Deposit Amount.
 - d) Whenever any claim against the Agency / Firm for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum by appropriating in part or whole of the Security Deposit of the Agency / Firm. In the event of the Security Deposit being insufficient, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may fall due. Agency / Firm shall pay to the Company on demand any balance remaining due.
 - e) In the event of any breach of the terms of the contract by the Agency / Firm or occurrence of any loss or damage which in the opinion of the concerned Officer of OPTCL has arisen due to Agency/Firm, the decision of the OPTCL shall be final and binding on the Agency / Firm. In the event of the termination of the contract for any such breach, the Security Deposit is liable to be forfeited. The decision of forfeiture by the Company shall be final and binding on the Agency / Firm. This is without prejudice to any other rights of OPTCL under contract law.

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

13) Terms of payment:

(A) No advance amount shall be paid to the Bidder / Agency. The Bidder / Agency shall submit the bill to the **DGM (HRD), Power Training Centre Chandaka in respect of Manpower deployed** after making payment to deployed personnel for the previous month along with the following documents in the first week of the succeeding month.

- a) 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.
- b) Statement of attendance duly certified by the OPTCL.
- c) 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).
- d) Copy of ECR (Electronic Challan-cum-Return) of the EPF & ESI deposited for previous month with transaction ID No. of regarding successful deposit of EPF & ESI.
- e) The amount towards TDS shall be deducted at source.
- f) The TDS under GST in case of intra-state supply of service shall be deducted, if applicable.
- g) 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 Passbook showing payment of wages to the deployed personnel.

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

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

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

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

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

(F)The contractor / Agency shall resume the work as soon as such accountability has ceased to exist of which the Management of OPTCL shall be the sole judge. If the performance in whole or part any terms / obligations under the contract is prevented or delayed by any such eventuality for a period exceeding seven days, the contract may be terminated at the discretion of the executives 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.

Other taxes 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 shall be deducted as per Rule.
- ii) **GST:** Shall be paid to the Agency / reimbursed by the Agency as per Rules.
- iii) **GST TDS:** Shall be deducted at the prescribed rate

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

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

15) Check list for document to accompany Technical bid:

SI No	Clause reference	Documents to be uploaded
1	Clause 2(a)	Valid address proof of the registered office
2	Clause 2(b)	Certificate of Incorporation/ Registration
4	Clause 2(c)	Copies of PAN, GSTIN, IT Returns of the last 2 years, EPF Registration, ESI Registrations.
5	Clause 2(d)	<ul style="list-style-type: none"> ▶ Work specified Orders/ Contracts/ Agreements. ▶ Relevant contracts or Work orders or Agreement containing the scope of services, the value of Contract or Work order or Agreement. ▶ Performance certificate from their clients/employers regarding successful completion of the services. ▶ In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the Performance certificate issued by the clients/employers.
6	Clause 2(e)	Copies of audited financial statements should be furnished; CA Certificate regarding turn-over from Catering Services to be submitted
7	Clause 2(f)	<p>Copy of latest Electronic Challan Cum Return of EPF&ESI to be enclosed.</p> <p>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> <ul style="list-style-type: none"> i) Up to date PF has been deposited with the RPFCA authorities. ii) Up to date ESIC dues have been paid to ESIC authorities. iii) Bonus has been paid to the all eligible employees for the last accounting year
8	Clause 2(g)	<ul style="list-style-type: none"> ▶ Decision of OPTCL in this regard is final & bidding on all such entities. ▶ An undertaking to this effect to be furnished by the bidder as per the prescribed format
9	Clause 2 (h)	An undertaking to this effect to be furnished by the bidder as per the prescribed format.
10	Clause 2(i)	Work orders, agreements shall be submitted. The authorized officers of OPTCL will make a surprise visit and submit report for qualification in technical requirements.
11	Clause 2(j)	The Agency/Firm has to furnish an undertaking to that extent.
12	Other Statutory Documents :	<p>Copies of :</p> <p>PAN,</p> <p>GSTIN,</p> <p>Copies of EPF & ESI Registration Certificate</p> <p>IT return for the last 2 assessment year</p> <p>Labour License</p>
13	Litigation history	Details of case pending with various authorities to be certified by statutory auditors.

SECTION –II

GENERAL TERMS AND CONDITIONS

1.0 Definition of terms:

- i) The “**Company**” shall mean “ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking)” having its registered office at Janpath, Bhubaneswar-751022.
- ii) “**Agency / Firm/Company**” means successful Bidder whose bid has been accepted and shall include the bidder’s executives, administrators, and permitted assignees.
- iii) “**OPTCL**” means OPTCL Management, or any Officer authorized by the Management.
- iv) “**Contract Price**” shall mean the total amount quoted by the successful Bidder inclusive of all statutory dues but excluding GST as applicable, which has been accepted by the OPTCL in issuance of the Work Order.
- v) “**Terms & Conditions**” shall mean the General Terms and Conditions of contract, stipulated in this tender specification.
- vi) “**Specification**” shall mean the entire bid document.
- vii) “**Month**” shall mean Calendar month.
- viii) “**Writing**” shall include any manuscript, type written, printed or other statement reproduction in any visible form whether under seal or under hand.
- ix) The term “**Contract Document**” shall mean and include General Terms and Conditions of Contract, Notice inviting tender, instruction to Bidder, schedule of prices, and any special conditions applicable to the contract.
- x) “**Controlling Officer**” shall mean the Officer-in-charge of Power Training Centre, Chandaka, OPTCL or his/her authorized representative.
- xi) “**Reporting Officer**” shall mean the concerned Officers’ of Power Training Centre, Chandaka as the case may be, under whom supervision work shall be executed by the Bidder or any Employees’ who is directly involved with the everyday activities of the Training Centre and to be declared by the Controlling Officer to act as Reporting Officer for the purpose.
- xii) Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the **Indian Contract Act, 1872** failing that in the **Odisha General Clauses Act, 1937**.

2.0 Obligation of the Service Provider:

- (i) For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.

- (ii) The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and physically sound to perform the duties.
- (iii) The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- (iv) The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
- (v) The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
- (vi) Service Provider shall maintain complete official records of disbursement of wages / salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- (vii) The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
- (viii) The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.
- (ix) The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
- (x) The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
- (xi) The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
- (xii) The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any manpower while performing/discharging their duties/ for inspection or otherwise.
- (xiii) In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
- (xiv) In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
- (xv) In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
- (xvi) There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.

- (xvii) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization. Sub-contracting is not allowed under this agreement.
- (xviii) The 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.
- (xix) 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.
- (xx) 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.
- (xxi) The Agency shall ensure to display the workflow chart, the duties to be performed by the Agency labour/ employees since morning till evening within the specified duty time.
- (xxii) It will be Agency's responsibility to ensure that each obligation under this contract is duly performed and observed. The Agency shall also designate one supervisor as required for proper supervision of the services to be rendered by the agency and/or through its employees/labourers.
- (xxiii) The agency shall be solely responsible to his employees/labourers for any injury etc. under Employees Compensation Act or any other law in force applicable at that point of time. The Corporation will not be responsible financially or otherwise for any injury/death caused to any staff of Agency while executing the work under the agreement.
- (xxiv) The Agency shall not permit any of his employees to use any area of the premises/building for residential purposes.
- (xxv) The Agency shall have to execute an agreement as per the enclosed format (**Annexure-VIII**) within **fifteen days from the date he has been advised to do so, failing which his tender will be rejected.** The Agency shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions of the tender document will also form a part of the Agreement.
- (xxvi) All questions relating to the performance of the obligations under this contract and all the disputes and differences, which may arise either during or after the contract period or other matter arising out of or relating to this contract or payment to be made in pursuance thereof, shall be referred to the authorized officer, OPTCL, Head Quarters Office, Bhubaneswar whose decision shall be final, conclusive and binding on the parties.

2.0 Scope of work:

(a)	<p>Regular Catering Services:</p> <p>The agency shall provide regular catering services in the Dining Area and/or administrative building premises for the guests/ participants for the training programmes at PTC, Chandaka premises as per the following Menu/courses (details as per Appendix I):</p> <ul style="list-style-type: none"> Bed Tea Buffet Breakfast Mid-Session Tea (morning & afternoon) Evening Tea Buffet Lunch & Dinner As and when required: VIP Lunch/Dinner High tea <p>The Agency shall provide varieties in Menu/Cuisine in consultation with OPTCL and shall get the weekly menu approved from controlling officer of PTC.</p> <p>The Corporation shall provide adequate crockery and cutlery, mats etc. in the kitchen and dining halls.</p> <p>The Agency shall deploy quality chef and adequate catering staff, trained and well experienced to ensure timely, efficiently and prompt service. The Agency shall provide trained manpower</p>
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	<p>services both in the dining hall and Administrative building, conference hall, VIP Lounge and Auditorium, wherever required. However, sufficient manpower shall be deployed depending upon the number of programmes/events in progress on a day-to-day basis.</p> <p>Serving of potable drinking water from the source in the Dining Hall shall be the responsibility of the Agency.</p> <p>The waiters/serving staff shall be well dressed, presentable, well-mannered, and trained. Adequate sets of uniform shall be provided by the Agency so that they can present themselves in neat and clean manner.</p> <p>The Agency shall arrange for such of those special equipment's and apparatus if any required for cooking etc. on any special occasion in the Dining and Kitchen at his own cost.</p>														
2	<p>Special Events Arrangements –</p> <p>OPTCL may arrange special events besides regular training activities in which the Agency may be required to provide additional services at times on short notice. For any special events, menu may be different or in addition to the normal notified menu, the rates for which shall be mutually decided prior to organizing the event.</p>														
3	<p>Operation at PTC.</p> <p>i) Normally, the timings for providing catering services at the time of Training as per Menu is given below:</p> <table border="0"> <tr> <td>Bed Tea in Room</td> <td>- 06.00 a.m. onwards</td> </tr> <tr> <td>Breakfast</td> <td>- 08.00 a.m. to 09.00 a.m</td> </tr> <tr> <td>Midsession Tea/Coffee</td> <td>- 11.00 a.m. to 11.30 a.m.</td> </tr> <tr> <td>Lunch</td> <td>- 01.00 p.m. to 02.00 p.m.</td> </tr> <tr> <td>Midsession Tea/Coffee</td> <td>- 03.00 p.m. to 03.30 p.m.</td> </tr> <tr> <td>Evening Tea and Snacks</td> <td>- 06.00 p.m. to 07.00 p.m.</td> </tr> <tr> <td>Dinner</td> <td>- 08.30 p.m. to 10.00 p.m.</td> </tr> </table> <p>ii) The Agency, however, shall be required to adjust/change the above timings as and when required depending upon the progress of the training programme(s). It shall be ensured that tea/coffee are served steaming hot.</p> <p>iii) The dining hall shall remain open on all days when any programme is scheduled, or Guests are staying in the hostel rooms.</p> <p>iv) The Agency should be prepared to serve for parties in the dining hall, lawn, or other location for which he may be required to have other arrangements like fans, candle burners/gas burners, table ware and thermos ware etc.</p>	Bed Tea in Room	- 06.00 a.m. onwards	Breakfast	- 08.00 a.m. to 09.00 a.m	Midsession Tea/Coffee	- 11.00 a.m. to 11.30 a.m.	Lunch	- 01.00 p.m. to 02.00 p.m.	Midsession Tea/Coffee	- 03.00 p.m. to 03.30 p.m.	Evening Tea and Snacks	- 06.00 p.m. to 07.00 p.m.	Dinner	- 08.30 p.m. to 10.00 p.m.
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4	<p><u>Service during the Training</u></p> <p>i) Arrange for Tea and Coffee with snacks and cookies (2 types) at the assigned place during mid-session breaks.</p> <p>ii) The Agency shall place hot Tea/Coffee Dispenser (to be provided by Agency) along with service boys to serve tea and coffee in front of all the Training Halls to the participants during the mid-session breaks.</p> <p>iii) The Agency shall arrange to serve tea and coffee and water in the training halls, as and when required.</p> <p>iv) The agency shall serve lunch during training break to participants/guest.</p> <p>v) Meet the requirement of guests as required by them during their occupancy.</p> <p>vi) Attend the guests as and when required by them.</p>														
5	<p><u>Upkeep of Dining Hall</u></p> <p>The Agency shall prepare and serve the breakfast/lunch/dinner, as per Menu, in a pleasing and presentable manner.</p> <p>Disposable paper napkins (of approved quality)/Cloth napkins shall be placed along with each plate for breakfast, lunch, and dinner for dining purpose as well as small ones while serving soup, tea coffee, etc.</p>														

6	<p><u>Personal Hygiene:</u> The Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular Health checkups. The staff should trim their nails regularly and wear caps & gloves at the workplace. Smoking, eating, or chewing of tobacco/zarda/gutka etc. Spitting is strictly prohibited.</p>
7	<p><u>Quality Upkeep:</u></p> <ul style="list-style-type: none"> i) The Corporation will also undertake independent hygiene and quality audits as and when deemed necessary. ii) The eatables served by the Agency to the Guests/OPTCL employees shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served. iii) Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or Fish, prawn and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking. iv) Vegetarian and Non-Vegetarian dished shall be prepared and served separately. v) All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry.
8	<p><u>Provision of Potable Drinking Water</u></p> <ul style="list-style-type: none"> i) The Agency shall also ensure that potable drinking water requirement of all working in PTC premises including participants is met throughout the day, during the programmes and during their stay in PTC campus. ii) Collection & distribution of water from the source to various consumption points is the responsibility of the Agency. iii) It shall be the responsibility of the Agency to arrange potable drinking water as follows: <ul style="list-style-type: none"> • In the classrooms at reasonable intervals during Training Programmes • In the Office rooms for PTC employees every two hours in summer and every four hours in winter. • In the hostel rooms at morning and evening or as and when asked for by the guest.
9	<p><u>Room Service in the Hostel:</u> The Agency shall place daily on a tray in the room the following “Tea Kit” for enabling the Guests to prepare Tea/Coffee etc.:</p> <ul style="list-style-type: none"> a) 2 Tea bags/ 2 Coffee sachets b) 4 Sugar sachets c) 4 Milk sachets d) 2 Sugar free Sachet (as per requirement) e) 2 sachets of biscuits (salty and sweet) containing 2 each ii) The Agency shall provide two glass tumblers which are hygienically cleaned and wrapped in the rooms.
10	<p><u>Inspection:</u></p>

	<ul style="list-style-type: none"> i) The authorized officer will check the quality of grains, oil, vanaspati oil, atta (flour), fruits, vegetables and provisions used or stored in the storeroom for cooking. Any deficiency pointed out shall be promptly removed. ii) The Agency shall allow the food inspector/ OPTCL Officer to inspect the food items and services for their quality, as per prevailing rules and regulations. The Agency shall abide by all applicable laws. iii) The Agency shall submit in the prescribed format daily a checklist for Catering Services as given in Appendix II. iv) In case of dispute regarding the services, quality or the quantity of the food stuff, snacks, tea etc. the decision of OPTCL will be final and binding.
11	<p><u>Provision of Services on Payment basis</u></p> <ul style="list-style-type: none"> i) The Agency shall provide regular canteen service (Tea/Coffee/Lunch/Dinner/snacks etc.) on mutually agreed rates to the OPTCL employees and other Outside personnel in the PTC premises at their workplace as per requirement. ii) The Agency shall provide consumables like Biscuits/Snacks /Cold drinks/ Juice/Tea/Coffee etc. to guests on payment basis as approved by the corporation whenever requested. iii) OPTCL shall not be responsible for any amounts due to the Agency arising out of supply of any of the above service or material including foodstuffs supplied by him to any unauthorized persons/ individuals.

3.0 OTHER WORKS TERMS AND CONDITIONS

- a) The agency or his supervisor should be available at site every day during office hours. In case of emergency complaints, the agency must be available in person to ensure rectification of defects immediately. The agency will have to immediately attend the complaint.
- b) The agency will have to maintain all types of records for consumption and receipt of material as desired by the Corporation and suitable instructions issued from time to time in this regard should be complied with by the agency.
- c) The agency should maintain the registers etc. for his labourers engaged on this job as required under the law and comply with all legal formalities applicable in this behalf.
- d) All materials needed for the works should be of standard make and ISI mark, FSSAI certified.
- e) The agency will ensure that the senior executives of the firm/ company responsible for the work should visit the site at least once in a month and have meetings with the officials of the Corporation on monthly intervals to ensure excellent catering services and proper availability of the staff.
- f) The agency has to ensure compliance of statutory obligations of ESI/EPF/Contract Labour, GST and Income Tax /TDS etc. the Corporation reserves the right to call for the evidence of the statutory compliances.

SECTION-III

1. INFORMATION RELATING TO SUBMISSION OF BID:

- (i) The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in presence of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days' time for such activity.
- (ii) On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

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

- (iii) The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable shall be opened in the presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.
- (iv) The bidders are required to furnish sufficient information to establish their qualification/capability to deploy the Manpower. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.
- (v) The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

2. Procedure & Opening Time of Tenders:

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

3. Eligibility for Submission of Bids:

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

4. Management's Right to Reject Bids.

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

5. Mode of Submission of Bids.

- (A) Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)
- (B) Telegraphic or FAX tenders shall not be accepted under any circumstances.

6. e-Reverse Auction process shall be resorted to in the tender as follows.

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.

3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Procedure for electronic Reverse Auctioning (e-RA):	
5	<p>a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.</p> <p>b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IVA). In non-receipt of the same, vendors will not be allowed to participate in e-RA.</p> <p>c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.</p> <p>d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.</p>
6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.</p> <p>The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.</p> <p>Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).</p> <p>However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.</p> <p>In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).</p> <p>Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.</p>
7	<p>Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p> <p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by</p>

	<p>OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.</p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>
8	<p>After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .</p> <p>Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.</p> <p>The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.</p> <p>During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p> <p>OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</p>

SECTION-IV

1) 0 OTHER TERMS AND CONDITIONS

- (i) On execution of the work order, the successful Bidder shall have to execute an Agreement as per specimen enclosed within the time period of 15 days from the date of acceptance of work order.
- (ii) No request for any variation in quoted rates or withdrawal of Tender on any ground of the Bidder shall be entertained. **However, in the event of revision of Minimum of Wages by the Govt. of Odisha, for different skilled category, the Agency / Firm shall raise the Bill of the employees / staff deployed for the purpose at the enhanced rate.**
- (iii) The Agency / Firm should provide proper Uniform with Identity Card to its staff. A brief bio-data for every individual employee with photograph has also to be submitted by the Agency / Firm to the Reporting Officer.
- (iv) The premises with fittings and fixtures, furniture, crockery, cutlery, electrical, mechanical appliances provided to the Agency / Firm for running of the Training Centre shall be the property of OPTCL. The Agency / Firm shall have not right on any of these equipment/materials and shall place them back at the disposal of the OPTCL, when demanded.
- (v) The Agency / Firm shall be responsible for the safe custody and proper use of appliances, furniture, fittings etc. of OPTCL. Any damage caused to the properties of OPTCL by the negligent operation of the Guests, the Agency / Firm should immediately bring to the notice of the Reporting Officer for the entire loss, failing which the cost of such losses will be recovered from his Security Deposit or from other dues payable to the Agency / Firm. But if any damage caused to the properties of OPTCL by the negligent operation or by omission / commission of the Agency / Firm Staff deployed in the Training Centre, the cost of such losses will be recovered from his Security Deposit or from other dues payable to the Agency / Firm.
- (vi) The available appliances, furniture, fixtures, gadgets & fittings etc. in the Stock of Training Centre shall be received by the authorized Agent of the Agency / Firm and thereafter he has to maintain that records. At the end of contract period, he will return back all the items provided to him by the OPTCL in good condition. In such event during the verification, if any missing or damaged is detected, equivalent amount shall be recovered from the Agency / Firm from the Security Amount or from any other sources in order to re-equip the losses cause to OPTCL.
- (vii) The Agency / Firm has to execute the contract by himself and not by any 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 the OPTCL on free of cost and charges to be levied on the Agency / Firm for the said purposes. However, it will be maintained under the supervision of the Agency / Firm and he shall be responsible in the event of damages caused to the said equipment/items. In such event, the Agency / Firm is liable for making payment of the cost of damages equipment/items.

2) **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 period shall be valid for **02 (Two)** years from the date of issuance of order. The same shall be extended for a further period of **01 (one)** Year with mutual consent of the OPTCL Authority and Agency / Firm to whom the work is awarded. However the contract shall be terminated at any time without giving any reasons thereof by giving one months' notice from either side. However, in case of any failure by the successful Bidder, to whom the work is awarded, to fulfill his contractual obligations, the OPTCL reserves the right to cancel the contract and the Security Deposit of the Agency / Firm shall be forfeited.

4) PRICE REDUCTION

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

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

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

Sl No	Event	Price reduction
01	If any of the cooking utensils, crockery, Cutleries are found in dirty condition	Rs.100/- per day
02	Providing delay service resulting to discontentment	Rs.100/- per day
03	Non-dumping of wastes in proper place	Rs.200/- per day
04	If in any month provided less manpower than the prescribed minimum manpower	The amount of wages paid to the person

(d) If the contractor / agency fails to "Provide Catering services" at OPTCL as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of OPTCL, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the taxable value of services supplied as per services Bill of Contractor/agency's Monthly Bill as liquidated damages per occasion of default from the contractor/agency's monthly bill. If the deductions exceed 6 % (six percent) of the total value of services supplied in any calendar month, OPTCL may consider termination of the contract and hiring of alternative service at risk and cost of the contractor/agency as laid down in Termination for Default.

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

5) SUBLETTING :

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

6) 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) **No person below 18 years will be employed** by Agency/Firm for executing the contract work.
- (v) The Agency / Firm will take insurance policies for sufficient amounts to cover himself against third party risks, employee's compensation Act, Agency/Firm all risk policy, and keep OPTCL indemnified and continuously keep indemnified till the currency of contract.
- (vi) The Agency/ Firm shall recruit his own staff for executing the contract work. The Agency / Firm staff will not be treated as staff / employee of OPTCL for any purpose whatsoever and facilities/benefits applicable to the OPTCL employees will not be applicable to Agency / Firm employees. The Agency / Firm shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly for carrying out of the above job. If due to any reason whatsoever OPTCL is made liable to meet any obligation under any of the said laws and enactment's etc. for any reason whatsoever the same shall be recovered from the Security Deposit of Agency / Firm or from the Bills payable to him or failing which it shall be recovered as per law. It is made clear that the Agency / Firm shall have PF Account No allotted by the RPF and extend PF benefits as provided under EPF Scheme, 1952 to his entire employee. He shall also allow ESI provisions to his employees.
- (vii) The Agency / Firm shall not pay less than minimum wages to the employee's notified by the Govt. of Odisha from time to time under the minimum wages Act and Rules. Payment to the employee's deployed by the Agency / Firm shall be remitted before 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.
- (viii) Besides Wages, PF & ESI contribution, Annual Leave, Holiday Wages, Bonus etc. shall be paid to the employees engaged by the Agency / Firm as per statutory provisions.
- (ix) The Agency / Firm shall allow the Food Inspector to inspect the food items as per the provision of Food Adulteration Act. The Agency / Firm shall abide by all laws applicable.
- (x) Any failure by the OPTCL at any time or from time to time to enforce or require strict keeping and performance of any of the terms and conditions of agreement, or to exercise a right hereunder shall not constitute a waiver of such terms and conditions or rights and shall not affect or impair the same or the right of the Company at any time to avail itself of the same.

7) **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.

8) Termination for default

- (i) OPTCL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Contractor / agency, terminate the contract in whole or in part, if the Contractor / agency fails to perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by OPTCL.
- (ii) In the event OPTCL terminates the contract in whole or in part, OPTCL may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor/agency shall be liable to OPTCL for the extra expenditure, if any, incurred for arranging such procurement.
- (iii) Unless otherwise instructed by OPTCL, the Contractor/agency shall continue to perform the contract to the extent not terminated.

9) 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

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

11) 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.**

12) 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 MD, OPTCL or his authorized representative shall be final & binding.

13) 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.

14) PAYMENT OF BILL :

- (i) The Agency / Firm shall submit the monthly Catering Services charges 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.

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

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

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

15) 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 shall be deducted as per Rule.
- II. GST: Shall be paid to the Agency / reimbursed by the Agency as per Rules.

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

SECTION-V

ANNEXURE-II A

**TENDER DOCUMENT
ODISHA POWER TRANSMISSION CORPORATION LIMITED
QUOTATION FOR PROVIDING CATERING SERVICES TO PTC CHANDAKA
TECHNICAL BID**

(In separate sealed Cover-I superscripted as **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 catering 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 2(Two) years along with a certificate from the agency where the job was carried out.	In following format

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		

4.Organizational details : 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: b) Is the establishment registered with the Government; please give details with document/evidence. c) Do you have labour license. Please provide details and attach a copy. d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and	
5. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.	
6. Please give EPF No: 7.ESI Code: 8.Gratuity Act Regn. No:	

9. Are you governed by minimum wages rules of the Govt of Odisha. If yes, please give details.	
10. Please attach copy of return of Income Tax for last two years	
11. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 2 years.	
12. PAN No. (Please attach copy)	
13. GST No. (Please attach copy)	
14. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15. Power of Attorney/authorization for signing the bid documents	
16. Please submit an undertaking that no case is pending with the police against the firm/Agency. Indicate any convictions in the past against the firm/agency.	

Declaration by the Tenderer:

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

Encls: 1. DD No. _____

2. DD No. _____

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

4. Financial Bid.

(Signature of Tenderer with seal) Name:

Seal:

Address:

Phone No (O):

SECTION VI

Annexure-II B

PRICE BID

FOR CATERING SERVICES AT OPTCL TRAINING CENTRE

Tender Notice No: _____

Name of Tendering Agency:

F-1 - CATERING SERVICE PER MONTH FOR PTC, CHANDAKA:

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

Sl. No.	Description	No. of persons to be deployed	Rate / Wages per Month per Person in Rs.	P.F in Rs.	ESI in Rs	Any other Charges in Rs.	Total (4+5+6+7) in Rs.	Total (8 x 3) in Rs.
1	2	3	4	5	6	7	8	9
1.	Supervisor							
2.	Cook							
3.	Asst. Cook							
4.	Support Staff							
5.	Total per month							
6.	GST @ 18%							
Grand Total								

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

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:

PRICE BID-II

F-2: CATERING SERVICES

Rates for Food Items

Sl. No.	Items (as per details given in Menu*)	Rate per Unit in Rs.	Rate per Month Per Person (3 X30)
01	02	03	04
1.	Bed Tea		
2.	Breakfast		
3.	Mid-Session Tea/ Coffee with Cookies		
4.	Mid-session Tea/ Cofee with Cookies and		
5.	Evening Tea with		
6.	Lunch		
7.	Dinner		
8.	VIP Lunch		
9.	Dinner		
10	Tea Kit for Hostel rooms		
	Total of F2 (1 to 10)		

No other charges will be paid. Exclusive manpower shall be deployed for catering operations. The food Menu is given at Appendix-I.

Grand Total of F1 + F2 = Rs.....(in words)

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.

ii) There would be no increase in rates during the Contract period.

* Refer to Menu Items

(Signature of Tenderer with seal)

Name:

Seal: Adress :

Phone No (O) :

Appendix I
FOOD MENU

1	BED TEA/COFFEE	Tea/Coffee (as per request)
2	BREAKFAST	<p style="text-align: center;">1) Juices - Fresh/Canned Seasonal Fruit Juice/ Canned Tomato Juice OR Fresh Fruit Platter - (Min. two Seasonal fruits)</p> <p style="text-align: center;">2) Breakfast Cereals - Wheat Flakes/ Corn Flakes with Hot / Cold Milk</p> <p style="text-align: center;">3) Morning Bakery - Plain/Fruit/Chocolate Chip Muffin/cake</p> <p style="text-align: center;">4) Eggs to order - Boiled/ masala/plain Omelette</p> <p style="text-align: center;">5) Bread -Brown / White Toast/ Hash Brown with Butter, Jam and Sauce</p> <p style="text-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 style="text-align: center;">7) Tea/Coffee/Milk</p>
3	Mid-Session Tea/Coffee (Morning, Afternoon and Evening)	<p style="text-align: center;">1) Assorted Cookies (Sweet & Salt) with morning and Afternoon tea</p> <p style="text-align: center;">2) Snacks (Paneer Pakora/ Mix Veg. Pakora/ Potato Bonda/ Samosa/ Bread Pakoras/ Dhokla/ Sandwiches) with Morning and Evening Tea</p> <p style="text-align: center;">3) Tea and Coffee</p>
4	LUNCH/DINNER	<p>Soup - Cream of Tomato/ Sweet Corn Soup/ Veg Soup/ Tamatar Dhania ka Shorba</p> <p>2) Salads - Two types of Salads including Green Salad</p>
5	Main Course	<p style="text-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 style="text-align: center;">2) One Paneer Dish- Shahi Panner/ Matter Paneer/ Malai Kofta/ Kadhai Paneer</p> <p style="text-align: center;">3) One Seasonal Vegetable -Mix Veg / Kofta /Bhindi/ Cabbage/Cauliflower/boiled Vegetables)/ Dum Aloo/ baby corn</p> <p style="text-align: center;">4) One Dal -Yellow Dal Tadka/ Dal Makhani/Rajma/ Chane/ Sambar- dal</p> <p style="text-align: center;">5) Rice -Steamed Rice/Zeera Rice/ Veg Pulao/ Fried Rice</p> <p style="text-align: center;">6) Curd -Plain Curd/Boondi Raita/Mix Raita/ Dahi Bhalla with sonth</p> <p style="text-align: center;">7) Breads- Tawaroti/Naan/Pudina Parantha/Tandoori Roti/Lachha Parantha</p> <p style="text-align: center;">8) Achaar + Papad + Chutney (Mint-Coriander)</p> <p style="text-align: center;">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 style="text-align: center;">1) Soup (Two)- - Cream of Chicken/Chicken noodle Soup and Cream of Tomato/Sweet Corn/ Veg Soup/ Tomato Dhania Ka Shorba</p> <p style="text-align: center;">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>
8	High-Tea	<p>Waffers</p> <p>Paneer Pakora/ Dhokla/ Onion Kachori/Samosa/Mix Pakoda</p> <p>Coconut Cookies/Cheese Straws</p> <p>Rich Plum Cake/Mini Pastry</p> <p>Roasted Cashew Nuts</p> <p>Tea & <i>Coffee</i> & Fruit Juice and Soft Drink</p>
9	TEA KIT FOR HOSTEL ROOMS	<p>1) Tea bags/ 2 Coffee sachets</p> <p>2) Sugar sachets</p> <p>3) Milk sachets</p> <p>4) Sugar free Sachet (as per requirement)</p> <p>5) sachets of biscuits (salty and sweet) containing 2 each</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

Appendix II
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 check up 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 Authorised 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:

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

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

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory :

Name of the Bidder and Address :

BIDDER'S COVERING LETTER

To,
The Chief General Manager (HRD)
OPTCL, Hqrs
Bhubaneswar

Dear Sir,

Ref: Tender no: _____

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

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

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

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

Bid Security Declaration

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

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

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

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

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

Crossed D.D. no. dated Drawn on bank:
.....

(Reverse Auction Process Compliance Form)

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

To,
CGM (HRD), OPTCL
Bhubaneswar-751010, Odisha

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

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,
company seal Name & Address

Signature with Designation with
Person having power of attorney for the subject package.

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To

The Sr GM(HRD)

OPTCL Hqrs,

Bhubaneswar

Dear Madam,

Subject: _____ Authorization for attending bid opening on _____
(date) in the Tender for **CATERING SERVICES** in OPTCL (tender no:)

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

Order of Preference Name Specimen Signature

1.

(Specimen Signature duly attested)

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

Note:

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

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

This **SERVICE AGREEMENT** is made on _____ between,
____ (hereinafter called as the “**Authority**”) of the 1st Part
and _____ its principal place of business at
____ (hereinafter called the “**Service Provider**”) of the 2nd Part.

WHEREAS

(a) the “**Service Provider**”, having represented to the “**Authority**” that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;

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

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

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

Section I: General Terms and Conditions

Section IV: Other terms & conditions

Contract Price and Payment Term

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

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

3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 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 _____.

For and on behalf of [OPTCL]

Witness 1:

Witness 2:

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

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

1. Address:

3. Address:

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

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

1. Ref No.:-

2. Bank Guarantee No.

Date:

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 Service in OPTCL Power Training Centre, Chandaka, Bhubaneswar 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 3% 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 notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

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

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

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

“Notwithstanding anything contained herein”

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

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

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

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

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature.....

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. BG No & Date :.....

3. Amount (In Rs.):

4. Validity up to :.....

5. LOA No.....

6. Package No.....

7. Name, Address & Code of Issuing Bank:
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:
1. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

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----

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of2020 by _____ (herein after called as “Service Provider” which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act,1956, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha and having its offices throughout the State of Odisha (herein after called “OPTCL” which expression shall include its successors & assigns).

We, _____ having a registered office at _____ have entered into a contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated _____ to provide **CATERING SERVICES** of OPTCL Power Training Center, Chandaka, Janpath, Bhubaneswar of ODISHA POWER TRANSMISSION CORPORATION LIMITED.

We do hereby indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the ODISHA POWER TRANSMISSION CORPORATION LIMITED, by any party, employee(s) or manpower provided by us, on account of any delay, default, lapse, error or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, against any claim/compensation arising out of any non-payment or short payment of remuneration or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the persons engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

For and on behalf of _____,

Authorized Signatory

Witness

2. Signature:
3. Name:

1. Signature
2. Name: