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



#### TENDER DOCUMENT FOR

#### PROVIDING FACILITY MANAGEMENT SERVICES (HOUSE-KEEPING & SANITATION) AT OPTCL HQRS. OFFICE, BHUBANESWAR

#### ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking) Regd Office: Janpath: Bhubaneswar-751022 Telephone :( 0674) 2540051(EPABX) Fax (0674)-2545664 Website: www.optcl.co.in

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#### **DISCLAIMER**

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

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

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

Sr. GENERAL MANAGER (HRD) GA

### ଡଡ଼ିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସ୍ଥଚାରଣ ନିଗମ ଲିଃ.



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

#### E-TENDER NOTICE NO: HRD 05/2024

Odisha Power Transmission Corporation Limited, invites e-Tenders under two part bidding system from the reputed firms/ agencies for Providing Facility Management Services (house- keeping & sanitation) at optcl hqrs. office, bhubaneswar for a period of two years from the date of commencement of the Agreement on contract basis at OPTCL.

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

 The intending bidder (s) shall have to pay the non-refundable tender cost of ₹7080/- (Rupees Seven thousand eighty only) including GST to be paid online

through e-payment gateway link provided in e-tender portal (byusing Net Banking, Debit Card or Credit Card)].

2) The bidders shall have to submit the non-refundable tender processing fee of 3894/- (Rupees Three thousand eight hundrd and ninety four 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 CreditCard, Debit Card and Net Banking)

- **3)** The prospective bidder (s) are advised to register their user ID, Password, Company ID with e-tender portal of OPTCL "<u>www.tenderwizard.com/optcl</u>" by clicking on hyper link "Register Me".
- **4)** Any clarifications on the scope of work and technical features of the tender can beheard from the undersigned during office hours.

#### **SENIOR GENERAL MANAGER (HRD)**

#### **TENDER SCHEDULE**

Sl No	Particulars	Details		
1	Name of thework	Providing Facility Management Services (House- keeping & Sanitation) At OPTCL Hqrs. Office, Bhubaneswar		
2	E-tender Notice No. &spec. No	HRD-05/2004		
3	Destination	<u>WWW.tenderwizard.com/OPTCL</u> or OPTCL Website (For detail tender specification)		
4	Estimated Cost of theWork. (IN INR)	Rs. 3299695/- per annum (Rupees thirty two lakh ninety nine thousand six hundred ninety five) only.		
6	Cost of Tender documents (IN INR)	Tender cost of ₹ 14,160/- (Rupees Fourteen Thousand one hundred sixty 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 Processingfees.	<ul> <li>₹ 5900/- (Rupees five thousand nine hundred) only including</li> <li>GST. NOTE: For payment of tender processing fee to</li> <li>K.S.E.D.C Ltd.Bengaluru, the bidder can use various modes of</li> <li>e-payment facilityavailable through Tender wizard Portal, i.e</li> <li>by Credit Card, Debit</li> <li>Card, Net Banking.(non-refundable)</li> </ul>		
8	EMD	Rs 32,997 /- (Thirty two thousand nine hundred ninty seven) only in the shape of DD.		
8	Request for Online Bid Document	From Dated 16.03.2024, 14:00 Hrs to dated 01.04.2024 17:00 Hrs		
11	Issue of Online Bid Document	From > Dated. 16.03.2024, 14.01 Hrs Up to > Dated. 01.04.2024, 17:01 Hrs		
10	Contact person details	For tender details , bidders may also contact> AM (HRD), Caretaking Branch.OPTCL, Bhubaneswar Contact No: 9438908153		
11	Receipt of bids	> Up to Dated 01.04.2024, 17:30 Hrs		
12	Opening of Technical Bids (Part-I)	On or after Dated 02.04.2024, 11.00Hrs		
13	Opening of Price Bids(Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.		

### SENIOR GENERAL MANAGER (HRD)

#### <u>SECTION –I</u>

#### **TERMS AND CONDITION OF CONTRACT**

#### **DEFINITION OF TERMS**:

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

Authority or causes solely due to use or occupation by the OPTCL of the part of the work, in respect of which a certificate of completion has been issued.

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

#### **SECTION II : REQUIREMENTS**

ODISHA POWER TRANSMISSION CORPORATION LIMITED invites Tender from specialized agencies having adequate experience for **"PROVIDING FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & SANITATION) AT OPTCL., HEAD QRS. OFFICE, BHUBANESWAR**".

#### **BRIEF NOTE OF THE BUILDING**

OPTCL Registered Office at Janpath, Bhubaneswar – 751022

Sl.	Locations		Covering the	Toilet Area(in square
No.			areas	feet)
			(in square feet)	
1	OPT	CL Multistoried Building	·	
	i)	First Floor	7434.95	365.05
	ii)	Second Floor	6994.05	305.95
	iii)	Third Floor	6934.44	365.56
	iv)	Fourth Floor	7025.61	274.39
	v)	Ground Floor	1400	
	vi)	Fire Escape	800	
	vii)	Staircase Portion	1160	
	viii)	Parking Area	6993.13	
4	Ground Floor and First Floor of		22844.29	998.55
	Tech	nnical Wing.		
5	Corp	oorate Planning Building		
	Cent	tral Issue Section (Ground	820.77	78
	Floo	r)		
	Law	Section (2 <sup>nd</sup> Floor) & TC	4501.42	230.20
	Trai	ning & Development Branch	1574	140.98
	of O	PTCL Hqrs. Office and		
	Library			
8	Electrical Maintenance Cell		787	68.81
9	Stair	ccase of TW,CP Building	3200	
10	Civil	Work Section No. III Building	1282	80
11	(1 <sup>st</sup> Floor) Vigilance Section		320	

Note: (i) Area variation is ± 10 %.

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

#### **SCOPE OF WORK**

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

#### **SCOPE OF CLEANING WORKS:**

#### (a) **DAILY CLEANING**

#### SWEEP CLEAN:

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

#### **DRYCLEANING/VACCUMING:**

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

#### WASHROOM CLEANING:

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

soap solution of good/standard brand quality in all bathrooms shall be performed.

#### TRASH REMOVAL:

- Emptying all waste paper baskets from all floors and washing or wiping them clean with damp cloth, replacing plastic waste paper basket lining and returning items where they were located.
- All waste from waste paper baskets will be collected and deposited in the buildings waste container or as directed by the Corporation.
- Dry and wet garbage would be segregated and dumped into designated area.

#### **GLASS SURFACE CLEANING:**

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

#### DAMP AND DRY CLEANING:

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

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

#### (b) <u>WEEKLY CLEANING</u>

#### **DEEP CLEANING:**

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

#### WINDOW GLASS CLEANING:

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

#### SANITIZING:

- Office desk paper bins would be cleaned and sanitized.
- All washrooms dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants.

- Waste bins from pantry/canteen areas would also be thoroughly cleaned and sanitized with disinfectants.
- Thorough washing of all walls and doors of toilet with appropriate detergent and disinfectant.

#### **POLISHING:**

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

#### FORTNIGHTLY CLEANING SERVICE:

#### **DUSTING AND WIPING:**

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

#### **SCRUBBING:**

• Scrubbing of all floor areas with scrubbing machines.

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

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

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

- The agency shall undertake cleaning of the glasses and glasspanes from the exterior (the glasses/glass panes of the ground floor/basements etc. on daily basis) by using Spider-man methodonce in a year. It will be the responsibility of the service provider to ensure that the necessary insurance cover is obtained well in advance and produce to the Corporation before commencement of the cleaning work. It will also be necessary to obtain security/ safety clearance from the Security Officer and Safety officer of the Corporation.
- Supervisors/managers of the agency should visit different floors from time to time to ensure that each floor/toilets etc. remain clean and ready for use round the clock.
- The Agency shall remove unwanted jungle, vegetation, dried leaves, etc. and dispose off the same in a designated place outside the office premises. OPTCL will identify the designated place.
- Façade cleaning does not comes under the contract & separate work order shall be issued to the selected agency as and when required with

due approval of Competent Authority.

#### **WORKS SPECIFICATIONS**

#### A. AREA COVERAGE FOR HOUSEKEEPING SERVICES:

- OPTCL Registered Office at Janpath, Bhubaneswar 751022 (Multi- storeyed Building - Ground Floor to 4<sup>th</sup> Floor) Ground Floor, and first floor of Technical Wing, First floor and 2<sup>nd</sup> Floor of Corporate Planning Building, Issue Section, Training Branch, OPTCL Hqrs. Office Library, , Electrical Maintenance Cell, Pensioner Rest Shed, Central Issue Section and Parking Area etc.
- 2. Details are given above .

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

- 1. Cleaning, sweeping moping and wiping of floors, staircase on daily basis including Saturday or as required by Officer-in-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting / cleaning, moping work before 9.00 AM.
- 2. Continuous moping to be done at reception floor and other floors during office hours (9.30 AM to 6.00 PM).
- 3. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins.
- 4. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows, Venetian, blinds, racks, sofas, type writers, computers, telephones, curtains, walls, mounted fans etc. with dry / wet cloth, feather brush and duster.
- 5. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
- 6. Cleaning of any chocking's in the drainages, man holes, etc.
- 7. Removal of beehives and cobwebs / honey webs from the office building andits premises.
- 8. Cleaning and weeping of open area including balconies and roof tops with brooms.
- 9. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities in order to maintain quality services and minimize operational problems.
- 10. Proper registers / records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the authorized representatives of OPTCL

/ OPTCL officer-in-charge at regular intervals and finally at the end of each month.

11. The bidder should possess or procure needful infrastructure, gadgets and other materials required for smooth housekeeping services. No additional cost towards this will be borne by OPTCL.

#### C. <u>JOBS TO BE CARRIED OUT DAILY</u>:

- 1. Cleaning of general toilets at least thrice daily (at 8.00 AM, 12.00 Noon and 3.30PM) with phenol and detergent etc. and maintain the toilets floors dry during office hours. Cleaning of windows and windowsills of all toilets to be done regularly. Wash basins, urinals, Western Commode (WC) are to becleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid shop and paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place / container.
- 2.Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of windowsills once in a day. Naphthalene balls air purifier, toilet rolls / paper rolls and liquid soap are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place / container.
- 3. Cleaning and moping of electrical rooms once in a day during office hours. 4. Cleaning
- of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filling almirahs, cabinets, glass panes, computers, etc. with dry / wet duster and or with suitable cleaning agent. Moping of floors with phenol.
- 5.Collection of wastage paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
- 6. Cleaning of carpets by soft brush.
- 7. To clean glass panes on doors, windows and partitions with soap / cleaning agent.
- 8. Cleaning of choked in sewerage and pumping lines within premises as and when required.
- 9. Cleaning gulley trap and manhole within / OPTCLpremises as and when required.
- 10. Cleaning of ducts and removal of garbage and putting them in dustbinkept outside the building.
- 11. Cleaning / removal of any type of stains of ink etc. from the building premises ad staircases.
- 12. Cleaning, seeping and wiping of floors, furniture and hand washingarea etc. during office hours.
- 13. Cleaning of carpets in rooms by vacuum cleaners.
- 14. Cleaning of lift walls with silver / brass liquid cleaner.
- 15. Room fresheners in all office area to be used daily in the morning. Room

freshener should be of ISI Mark or of standard Mark.

16. Spray of scented Mosquito and cockroach killer on all floors as and when required. Mosquito / cockroach killers shall be of ISI Mark. Special scented purifiers shall be sprayed at least twice daily in al rooms. Cabins, bathrooms, reception, conference halls, lifts, lobby, lifts etc.

#### D. JOBS TO BE CARRIED OUT WEEKLY:

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

#### E. JOBS TO BE CARRIED OUT ON FORTNIGHT BASIS:

1. Polishing of brass items with approved brass cleaning material.

2. Cleaning of carpets in rooms by vacuum cleaners without damaging thecarpet.

3. Dusting of false ceiling etc. with soft broom and cloth.

4.Cleaning of sofa sets with soap water / vacuum cleaners.

5.Washing and cleaning of driveways, parking area and roads within theoffice premises.

6.Lift, lobby and all toilets floors and other areas as may be directed byOfficer in -charge, shall be cleaned with floor scrubbing machine.

#### F. JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

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

### G. **PROVIDING WORKFORCE**:

The bidder shall, however, survey the area and make assessment of the manpower requirement on their own. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The bidder has to employ sufficient of women staff forcleaning and sanitation of Ladies Toilet. The successful bidder shall engageonly such workers whose antecedents have been thoroughly verified, Including character and police verification and other formalities. In order to maintain quality services and minimize operational problems.

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

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

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

#### I. WASTE DISPOSAL MANAGEMENT:

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

<b>J.</b> T	he bidder shall	do the Housekeep	ing work by us	sing the followin	g machinery.
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Sr.N o	Particulars	Model
1	Single Disc Scrubbing Machine	Ergodisc Duo or equivalent
2	Wet and dry vaccum cleaner 22 T	TASKI Vacumat22 T 230V / 50 Hz or equivalent
3	COLD WATER JETS	Danubio 1211 LP or equivalent

#### K. <u>Commercial Consideration- Schedule of Payment</u>

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

#### c) **Duration of the Contract**

The tenure of the contract shall be for 2 (two) years and is subject to renewal in each year. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between OPTCL and contractor/agency. The performance will be reviewed periodically and if found not satisfactory can be terminated by OPTCL.

#### 4. GENERAL TERMS AND CONDITIONS FOR EVALUATION

#### 4.1 Evaluation Process

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

**Step 1** – Opening of Technical proposal

Step 2 - Opening of Financial Proposal

4.1.1 The Successful Bidder shall be issued Letter of Award (LoA). After issue of the LoA in writing and acceptance of the same by the successful Bidder within 7 (seven) days, the Successful Bidder shall enter into contract with the OPTCL within 30 (thirty) days of receipt of LoA and carry out his responsibilities/obligations.

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

#### 1) Registration/Downloading of tender document:

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

OPTCL reserves the right to reject any bid, which is not submitted/deposited according to the instruction, as stipulated in the notification.

- I. It is mandatory to procure the Digital Signatures.
- II. Contractors / Bidders are requested to follow the below steps for **Registration**:
  - (a) Pay the amount of Rs.2,360/- (nonrefundable)including GST through onlinein favor of K.S.E.D.C Ltd Payable at Bangalore.
  - (b) Send the acknowledgment copy for verification.
  - (c) As soon as the verification is being done the e-tender user id will be enabled.
- III. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- IV. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
  - (a) Insert the PKI (which consist your Digital Signature Certificate) in your System.

- (b) (Note: Make sure that necessary software of PKI be installed in your system).
- (c) >Click / Double Click to open the Microsoft Internet Explorer (This icon maybe located on the Desktop of the computer).
- (d) Go to Start > Programs > Internet Explorer.
- (e) Type www.tenderwizard.com/OPTCL in the address bar, to access the LoginScreen.
- (f) Enter e-tender User Id and Password, click on "Go".
- (g) > Click on "Click here to login" for selecting the Digital Signature Certificate.
- (h) Select the Certificate and enter DSC Password.
- (i) Re-enter the e-Procurement User Id Password.
- V. To make a request for Tender Document Bidders will have to follow below mentionedsteps.
  - > 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 bechecked 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 theymust take care of following instructions.
  - Prior to submission, verify whether all the required documents have beenattached and uploaded to the particular tender or not.
  - Note down / take a print of bid control number once it displayed on thescreen.
- 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).

**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.

- i. The part-I shall be opened on the date and time fixed by the OPTCL through online mode. 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 revisedtechnical 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 online mode.
- 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.
- The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

STI	RATEGY FOR E-REVERSE AUCTION			
1	Bidders are required to go through the guide lines given below and submit their acceptance			
	to the same.			
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and			
	time, while bidders shall quote from their own offices/places of their choice. Internet			
	connectivity shall be ensured by the respective agencies/bidders themselves.			
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be			
	done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule			
	document to be adopted.			
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"			
Pro	cedure for electronic Reverse Auctioning (e-RA):			
5	a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.			
	b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions			
	for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IV).			
	In non-receipt of the same, vendors will not be allowed to participate in e-RA.			
	c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation,			
	which will be intimated only to the techno-commercially qualified bidders by OPTCL as per			
	procedure given below.			
	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.			
6	Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified			
U	bidders regarding the date & time of opening of the e-RA.			
	bladers regarding the date & time of opening of the e full.			
	The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package			
	shall be the L1 evaluated price for the subject package including Taxes & Duties for the total			
	scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will			
be conducted to determine the lowest possible price.				
	Reverse Auction will be conducted amongst first 50% of the technically qualified bidders			
	arranged in order of prices from lowest to highest, as L1, L2,L3Ln, 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			

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

	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).
	However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.
	In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).
	Rank of bidders would be displayed as per the total cost to OPTCL, i.e. including Taxes and Duties payable by OPTCL as per the provisions of the biding document & after e-RA process is over.
7	Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process. (i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.
	(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction), shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.
	(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.
	(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1 <sup>st</sup> slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1 <sup>st</sup> slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.
8	<ul> <li>(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.</li> <li>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.</li> </ul>
	Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.
	The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.
	During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional

mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier]. 9 Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.

OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.

OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

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

Tenders will be opened in online mode on the specified date and time fixed by

OPTCL.

#### b. **Eligibility for Submission of Bids**:

Only those service providers who have deposited the cost of tender

specification &EMD (EMD in the shape of DD) are eligible to participate in the tender.

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

The Management reserves the right to reject any or all the tenders without

assigningany reasons what so ever.

#### Mode of Submission of Bids. e.

(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.

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid		
1	<ul> <li>The bidder should be registered under appropriate authority, such as <ul> <li>Registered under the Companies Act 2013</li> <li>Registered under the Indian Partnership Act 1932</li> <li>Registered under the Indian Trusts Act 1882</li> <li>Registered under the Societies Registration Act 1860.</li> <li>Registered under the Limited Liability Partnership Act 2008.</li> </ul> </li> </ul>	Certificate of Incorporation/ Registration		
2	The bidder must have at least five years of experience up to the last date of submission of bid for providing similar type of services to Central/State Government/Autonomous bodies/ agencies / societies / corporate bodies.	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.		

3	The firm should have experience in similar nature of work (Cleaning & Sweeping / Facade Cleaning/ Garbage Collection / Pest Control) for Govt. / PSU of more than 150000 Sqft. (Super Built-up area). The Registered Office or Branch Office of the bidder must be located within the jurisdictional area of Odisha preferably in Bhubaneswar .	Work specified Orders/ Contracts/ Agreements. Valid address proof of the registered office
5	Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation. The average Annual Turnover of the bidder shall be more than Rs.01 (one) Crore during each financial years (for last three years) only in the field of similar services. Net worth of the Bidder in the last three financial year should be positive as per audited balance sheet.	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF Registration, ESI Registrations. 1) Copies of audited financial statements should be furnished. 2) certificate from Chartered Accountant regarding turnover from " Cleaning, up-keeping and sanitation activities" 3) Certificate from Chartered Accountant indicating networth of the firm/company asper the books ofaccounts of previous year.
7	The bidder should have a minimum strength of 250 workers under its payroll.	Copy of latest Electronic Challan Cum Return of EPF&ESI to be enclosed. Alternatively, a certificate from the Bidder's statutory auditor certifying the number of workers on the Bidder payroll (as on date of Tender) shall also be considered as valid supporting

		<ul> <li>document.</li> <li>However, the Bidder shall submit thesummary sheet of ECR/ Payment confirmation receipt.</li> <li>OPTCL may carry out verification of the same if required.</li> <li>Certificate from the auditors that:</li> <li>1. Up to date PF hasbeen deposited with the RPFC authorities.</li> <li>2. Up to date ESIC dues have been paid to ESIC authorities.</li> <li>3. Bonus has beenpaid to the all eligible employeesfor the last accounting year.</li> </ul>
8	The Bidder must have minimum quality certification of ISO 9001:2015 for ISO 45001:2018/OHSAS certification.	Certificate copies should be submitted and it should be valid till the date of bid submission.
9	The Bidder whose Contract/Agreement with OPTCL had been terminated/failed to perform will not be eligible to participate in the bidding.	Decision of OPTCL in this regard is final & bidding on all such entities.
10	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this tender	An undertaking to this effect to be furnished by the bidder as per the prescribed format
11	Must not have any pending judicial proceedings for any criminal offence against the bidder	An undertaking to this effect to be furnished by the bidder as per the prescribed format.
12	The bidders must have ongoing projects in & around Bhubaneswar, Cuttack & Puri.	Work orders, agreements shall be submitted. The authorized officers of OPTCL will make a surprise visit and submit report for

		Qualification in technical requirements.
13	Capability of providing adequate numbers of skilled manpower including woman employee to attend all types of works for which Tender isfloating.	The Agency/Firm has to furnish an undertaking to that extent.
14	Other Statutory Documents:	Copies of : • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • IT return for the last 3 assessment year • Labour License
15	Litigation history	Details of case pending with various authorities to be certified by statutory auditors.

#### Submission of Bid :

- i. The **Technical Bid** should be accompanied with an **Earnest Money Deposit (EMD, in the shape of DD) of** Rs. 32997 /- (Rupees Thirty two thousand nine hundred ninty seven) only, which is refundable without interest, through DD failing which the tender shall be **rejected** out rightly.
- The Earnest Money Deposit in respect of the Bidder /Agency who do not qualify in the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest after finalization of the Tender. In case of successful Bidder, if the Bidder / Agency fail to deploy the required Manpower against he initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice. In case of successful Bidder, the
   E.M.D amount / EMD will be returned to the bidder soon after the deposit of security deposit BG.

- iii. The successful bidder / Agency will have to deposit a Security Deposit @ 10% of the annual contract value in in the form of Bank Guarantee (B.G) from any Nationalized Bank drawn in favor of <u>Sr. GM(HRD), Gen. Admin, Odisha Power Transmission Corporation Limited, Bhubaneswar and payable / Encashable at Bhubaneswar covering the contract period. The same shall be submitted by the agency during office hour to the <u>Sr. GM(HRD), Gen. Admin, OPTCL, Janpath, Bhubaneswar 751022</u>.
  </u>
- iv. 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. On submission of such Bank Guarantee and signing of agreement, EMD of successful bidder / agency will be refunded without any interest.
  - a. No adjustment of EMD amount towards Security Deposit shall be entertained.
  - b. The Security Deposit shall be refunded only after satisfactory execution and completion of the contract.
  - c. In case, the contract is further extended beyond the initial period, the validity period of the Bank Guarantee shall be extended accordingly.

#### d. No interest will be paid on Performance Security Deposit Amount.

- e. 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 atany time thereafter may fall due. Agency / Firm shall pay to the Company on demand any balance remaining due.
- f. 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 withoutprejudice to any other rights of OPTCL under contract law.
- v. 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.
- vi. Joint Bidding and Consortium based offers will not be accepted.
  - vii. (A) No advance amount shall be paid to the Bidder / Agency. The Bidder / Agency shall submit the monthly bill to the Sr.G.M (HRD), Gen. Admn. after making payment to deployed personnel for the previous month along with the following documents within 2<sup>nd</sup> week of the succeeding month:

- > Tax Invoice in triplicate mentioning the Order No. and date of OPTCL for such engagement with certificate regarding wage remittance within 7<sup>th</sup> of the succeeding month.
- > Statement of attendance duly certified by the OPTCL.
- Wage summary indicating details of the persons engaged (Name, wage paid, PFA/c No., ESI A/c No, PF & ESI Deposited for previous month along with the documentary proof of payment duly certified by the contractor/ Agency & the authorized officer of OPTCL).
- Copy of ECR (Electronic Challan-cum-Return) of the EPF & ESI deposited for previous month with transaction ID No. of regarding successful deposit of EPF & ESI.
- > The amount towards TDS shall be deducted at source in all Units of OPTCL.
- > The TDS under GST in case of supply of service shall be deducted, as applicable.
- Proof of remittance of wages to the personnel engaged by contractor/agency,through banking mode (no cash transaction is allowed) for previous month such as monthly advice submitted to the Bank for crediting respective personnel's BankA/c towards monthly wages and copy of Bank Pass Book showing payment of wages to the deployed personnel.

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.

(B) – 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.

(C) – The contractor / Agency shall ensure that S/B Accounts of the deployed personnelget 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.

• 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.

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

- 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.
- 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.

- 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
- 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.

#### A. List of Documents for submission

### Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidder's letter head
- b) Payment conformation details for Bid processing fee as applicable
- c) Payment conformation details of EMD (which is to be paid in the shape of DD) as applicable.
- d) Copy of Certificate of Incorporation of the firm / agency.
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns for the last three assessment years .
- h) Copies of EPF&ESI Registration Number
- i) Copy Bank Account details
- **j**) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
- **k)** Copies of work orders from the previous organizations for providing servicesduring last 5 years.
- I) Undertaking regarding non-blacklisting (On stamp paper)
- m) Undertaking regarding non-pending of any judicial proceedings (On bidder'sletter head)
- n) NEFT details of the Banker of the agency with complete profile.
- **o**) Certificates from the clients for satisfactory performance.
- p) All other documents as mentioned in the above technical & eligibility section.

**Hard copy:** The Bidders shall furnish hard copy of following documents prior to schedule date and time of techno commercial BID opening.

(1) Affidavit duly sworn before a Notary or magistrate regarding the Bidder should not have any pending litigation or arbitration with OPTCL.

(2) Demand draft towards EMD.

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.

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.

The technical Bid will be opened on online mode on the date & time decided by OPTCL. Hence the bidder are requested to frequently check the e-tender portal from their logon id's.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of **<u>180 days</u>** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

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.

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.

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 liablefor any dues for availing the services of the personnel.

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

## N.B : Bidders are advised to study carefully the Tender documents and the conditions and if likes, also inspect the site of the OPTCL HQRS office.

## The Proposal Security/tender processing fee shall be forfeited by OPTCL, in thefollowing cases:

i) Any discount offered in a separate mode than online mode.

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

during the proposal validity period.

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

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

#### 4.3 One Bid per Bidder

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

#### 4.4 Due Diligence, Inspection and Investigation

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

#### 4.5 Validity of Proposal

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

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

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

#### 4.6 Right to Reject the Proposal

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

#### 4.7 Interpretation

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

#### 4.8 Disputes

4.8.1 All disputes between the Successful Bidder and OPTCL shall be settled as per the Dispute Resolution procedure elaborated in the Draft Agreement. During the bidding process no dispute of any type would be entertained. Even in such

cases where OPTCL ask for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

4.8.2 The courts at Bhubaneswar alone shall have the exclusive jurisdiction to try all the cases arising out of this tender document.

4.8.3. BG towards Security Deposit submitted by the Firm/Agency should be encashable at Bhubaneswar Branch of the submitted bank.5.Bidder should visit the site before quoting rates in tender:

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

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

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

a) The Service Personnel provided shall be the employees of the Contractor / agencyand all statutory liabilities will be paid by the contractor/agency such as ESI, PF,

Workmen's Compensation Act, etc. The list of staff going to be deployed shall be

made available to OPTCL and if any change is required on part of OPTCL, fresh listof staff shall be made available by the agency after each and every change.

#### b) The personnel engaged should have following eligibility criteria :

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

c) The contractor/agency shall submit Licence under Contract Labour (Regulation and Abolition) Act to the Officer in-charge at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm.
d) The contractor/agency shall employ adult labour only. Employment of child labourshall render the contractor/agency liable to termination of the contract under

GCC Clauses: Termination for Default. The contractor/agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

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

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

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

h) The contractor/agency at all times should indemnify the Building Premises of OPTCL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Employees Compensation Act, 1923; Payment of Bonus Act,1965; Industrial Disputes

Act, 1947; The Equal Remuneration Act,1976; Maternity Benefit Act, 1961 or any other law relating thereof and rules made hereunder from time to time. OPTCL shall not own any responsibility in this regard.

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

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

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

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

9. The contractor/agency and his staff shall take proper and reasonable care and

precautions to prevent loss, destruction, waste, or misuse in any area within scope of responsibilities in the Building Premises of OPTCL, and shall knowingly lend to any person or identity any of the effects, assets, or resources of the Building Premises, under its control.

- 10. Any loss/ damage etc. to the property, persons (including to patient-parties) of OPTCL due to negligence/ any omission or commission on part of contractor/agency or his staff, established after an enquiry by authorized representative(s) of OPTCL / any higher authority shall be recovered from the contractor/agency through appropriate method without prejudice to any other rights and remedies available to OPTCL.
- 11. Any misconduct/ misbehaviour by any staff deployed by the contractor/agency should be promptly dealt with by the contractor/agency. If competent authority of OPTCL, so desires, such staff should be immediately replaced by the contractor/agency at his own risk, cost and responsibilities with written intimation to the competent authority about such move.
- 12. The Contractor/agency will maintain a register on which day-to-day deployment of personnel will be entered. This will be countersigned by the Officer-in-charge of OPTCL. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor/agency has to give an undertaking (on the format), duly

countersigned by the authorized official of OPTCL, regarding payment of wages as per rules and laws in force.

- 13. All liabilities arising out of accident or death while on duty shall be borne by the contractor/agency.
- 14. Adequate supervision will be provided to ensure correct performance of "providing cleaning, housekeeping & sanitation works at OPTCL., head qrs. Office, Bhubaneswar" services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor/agency deployed, the supervisory staff will move in their areas of responsibility.
- 15. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with OPTCL.
- 16. The service staff shall not accept any gratitude or reward in any shape.
- 17. The contractor / agency shall have his own Establishment/set up / mechanism / Training institute to provide training aids or should have tied up with a training institute for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 18. Under the terms of their employment agreement with the Contractor/agency the Service staff shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor/agency.
- 19. The contractor/agency shall do and perform all such professional services, acts, matters, and things connected with the administration, superintendence, and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which OPTCL may issue from time to time and which have been mutually agreed upon between the two parties.
- 20. OPTCL shall have the right, within reason, to have any person removed that is considered undesirable or otherwise and similarly Contractor/agency reserves theright to change the staff with prior intimation to OPTCL
- **21.** The contractor/agency will deploy supervisor/s as per the need given by OPTCL. The supervisor shall be required to work as per the instructions of OPTCL.
- 22. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor/agency and based on the documentary proof jointly signed by the representative of OPTCL and the contractor/agency /his representative/personnel authorized by him. No other claim on whatever account shall be entertained by OPTCL.

#### **SECTION III:**

#### 1. <u>CRITERION OF SELECTION</u> :

- i) The OPTCL reserves the right to accept or reject any or all bids without assigning any reasons.
- ii) The OPTCL also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or the quoted rate found to be un-reasonable and carrying the intention only to become lowest one in the bidding process.
- iii) Incomplete Tenders would be rejected.
- iv) The financial bids of the bidders shall be opened who have qualified in the technical qualification,.
- v) OPTCL will reject out-rightly the bids quoting the extremely low unworkable Service Charges (as per OPTCL's judgment) that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.
- vi) OPTCL also reserves the right reject the L1 bidder that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.
- vii) If no rates quoted by the Agency / Firm in the bids, the said bid shall be treated asnon-responsive.
- viii)Price bids in any other format other than the prescribed one will not be considered for evaluation.
- ix) The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
- x) Proper justification for the quoted value of the Service Charges is to be given by the Agency/Tenderer in writing.
- xi) OPTCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges (as per OPTCL's observation) that may apparently not cover and justifythe legitimate expenses of the bidder including other overhead. Hence quoting of negligible amount by the agency towards Service charges shall be considered as irresponsible Bidder.
- xii) Risk & Cost: In case the L-1 bidder does not take up the work/abandoned in between, OPTCL shall have the right to execute the work through another agency at the risk and cost of the former.
- xiii) The Technical bids would first be taken into consideration by the Tender Evaluation Committee and only those bidders who qualify in the Technical bid would be considered for the Price Bids. In case the numbers of L-1 Bidder will be more than one, then there will be an evaluation for work allocation as per the recommendation of Corporation Authorities. The lowest bidder (L1) in the price bid would be preferred for award of Contract in case otherwise not unsuitable. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the Committee for negotiation for execution of work at L-1 rate. Corporation Authorities reserves the right to distribute the work amongst other Bidders at L-1 rate without assigning any reason to the Lowest Offered Agencies.

#### SECTION IV: REQUIREMENT OF SERVICE PERSONNEL

Details of Minimum manpower to be engaged by the Agency/Firm.

SI n o	Category of staff	ng	Gen Shift	Afternoo n	Reliever	Total in Number
		0600- 1400	(0900- 1700)	1400- 2200		
	House Keeping Services					
1	Supervisor	-	1	-		1
2	House Keepers	9	4	-	As per requireme nt	13
	TOTA L					14

The shifts may be changed as per requirement of OPTCL.

#### SECTION V: GENERAL CONDITIONS OF CONTRACT

#### **1** Commencement of Service:

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

#### 2. Eligible Goods and/ or Services

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

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

(For the period of last three years)(Submit with documentary evidence**)						
Tender No./Work Name						
Date of Commencemen t						
Name and address of the Bidder						
Order placed (full addressof		Order	Description of	Value	Peri odof	Remark on satisfactory
Employer) and		No. and date	Services	of order in Rs.	contr a ct	performance (attach documentary evidence)
1		2	3	4	5	6

#### **PROFORMA FOR PERFORMANCE STATEMENT**

#### Signature and seal of the Bidder

#### 4. Earnest Money Deposit (EMD)

4.1 The amount of Earnest Money to be submitted shall be Rs. Rs 32,997 /- (Thirty two thousand nine hundred ninty seven) only, **in the shape of DD**.

#### 5. Performance Security

**5.1** Within 15 (fifteen) days from the date of issue of notification of award by the OPTCL, the contractor/ agency shall furnish performance security to the OPTCL
for an amount of **10% of the Contract value in shape of Guarantee/Demand Draft**. The performance security shall be retained up to 6 (six)

months after the date of completion of all contractual obligations by the contractor/agency.

- 5.2 The performance security shall be deposited in OPTCL through Demand Bank Guarantee
- 5.3 only. No other form of deposit will be entertained. No interest shall be paid on the performance security.
  - 5.4 In the event of any failure /default of the contractor/ agency with or without any quantifiable loss to OPTCL, the amount of the performance security is liable to be forfeited.
  - 5.5 In the event of any amendment issued to the contract, the contractor/ agency shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
  - 5.6 Subject to GCC sub clauses 5.1 and 5.3 above, the OPTCL will release thePerformance security without any interest to the contractor/agency on completion of the contractor's / agency's all contractual obligations.
  - 6 Tender Prices
  - The bidder shall quote his rates in the space provided and unprotected in the 6.1 Rate Column only in the price bid (through online mode only). The Fee shall be quoted in Rupees. GST as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. The price quoted shall be inclusive of all charges for providing 2 (two) sets of uniforms per year, I-Cards to all contractor /agency's staff deployed at the Building Premises ; boots, hand gloves, safety goggles, masks etc. to those required. The quality and colour code of such items of attire shall be as per **recommendation of the OPTCL**. The Bidder shall bear all charges like transportation, insurance, expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the service. The bidder shall pay to the staff deployed by it at the Building Premises at least the minimum wages as fixed by the state government for un-skilled, semiskilled, skilled and High-skilled workers, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. He shall be reimbursed by OPTCL the statutory minimum wages for workers and other minimum statutory emoluments paid by it to its staff deployed at the Building Premises, as revised

**from time to time**, on submission of documentary evidence for such with his monthly bill.

6.2 The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year = full 2 years of contract period, as renewed on yearly basis on satisfactory performance, plus extension period, if any except minimum wages as revised by Govt. of Odisha from time time.

- 6.3 The bidder should quote rates in the Bill of Quantity (BOQ) in the space marked for quoting rates in the BOQ.
- 6.4 The rate quoted by the bidder should not be higher than the rates at which it may be running such services at other Government Institutes/ Ministries/ PSUsetc.

#### 7. Terms and Mode of Payment

- 7.1 Payment shall be made in Indian Rupees subject to recoveries, if any, by way of price reduction or any other charges as per terms and conditions of contract.
- 7.2 The contractor/agency shall submit bills for payment due to him by 10<sup>th</sup> day of the preceding month in duplicate to the Officer in-charge of OPTCL as per pro- forma in Section X.
- 7.3 Along with the above bill the contractor/agency shall certify and submit thefollowing documents in duplicates too:
  - i. An abstract sheet of service delivers by firm to the Building Premises during the month. The abstract sheet should be prepared by firm in format. The abstract sheet shall be checked and verified by the appropriate authority of OPTCL. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor / agency with certificate that the services has been duly rendered satisfactorily by the contractor / agency for the period claimed in the bill.
- ii. The attendance sheet of service staff deployed by the contractor/agency, duly authenticated daily by his designated staff of the contractor / agency and countersigned by appropriate authority of OPTCL. No payment shall be made for absentee employees.
- iii. The bank statement showing the date on which the previous month's emoluments to the contractor/agency's staff deployed at the Building Premises have been paid through ECS. The contractor/agency shall provide the mandate form for ECS payment to its deployed staffs. The ESI Contribution relating to these workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). EPF Contribution relating to these workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). These expenses shall be reimbursed to the contractor/agency by OPTCL after proper verification.
- iv. Self -declaration, "We are complying with all statutory Labour laws in vogue and

as amended up to date, including the Minimum Wages Act".

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

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

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

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

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

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

8.

#### Variation, Delay in the Contractor/agency's Performance

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

8.2 Subject to the provision under GCC clause 10&12, any unexcused variation in quality, quantity, delay etc. by the Contractor/agency in maintaining its contractual obligations towards performance of services shall render the Contractor/agency liable to any or all of the following sanctions:

(i) Imposition of liquidated damages,

(ii) Forfeiture of its performance security.

(iii) Termination of the contract for default.

8.3 If at any time during the currency of the contract, the Contractor/agency encounters conditions hindering timely performance of services, the Contractor/agency shall

promptly inform OPTCL in writing about the same and its likely duration and make a request to OPTCL for its remedy accordingly. On receiving the Contractor/agency's communication, OPTCL shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damagesfor completion of Contractor /agency's contractual obligations by issuing an amendment to the contract.

#### 9. Price Reduction

9.1 If the contractor / agency fails to **"Providing Facility Management Services (Housekeeping & Sanitation)" at** OPTCL as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of OPTCL, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the taxable value of services supplied as per services Bill of Contractor/agency's Monthly Bill as liquidated damages per occasion of default from the contractor/agency's monthly bill. If the deductions exceed 6 % (six percent) of the total value of services supplied in any calendar month, OPTCL may consider termination of the contract and hiring of alternative service at risk and cost of the contractor/agency as laid down in GCC Clause 10: Termination for Default.

#### Termination for default

9.2 OPTCL, without prejudice to any other contractual rights and remedies available toit, 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.

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

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

#### **10.** Termination for insolvency.

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

#### **11. Force Majeure**

11.1 For purposes of this clause, Force Majeure means an event beyond the control of

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

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

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

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

#### **12.** Termination for convenience

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

#### 13.Modification of Contract

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

a) Requirements and Specifications of the services.

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

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

#### 14. Notices

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

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

#### 15. Resolution of disputes

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

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

#### 16. Applicable Law and Legal Suits

16.1 The contract shall be governed by and interpreted in accordance with the laws ofIndia for the time being in force.

16.2 All disputes would be decided at the Bhubaneswar jurisdiction.

#### 17. General/Miscellaneous Clauses

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

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

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

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

#### **18.** Governing language

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

#### 19. Use of contract documents and information

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

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

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

#### 20.Award Criteria

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

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

- 21.1 At the time of awarding the contract, OPTCL reserves the right to increase or decrease the scope of services mentioned in the relevant section(s) in Tender without any change in the unit price and other terms and conditions quoted by the bidder.
- 21.2 The quantity of goods and/ or services mentioned in the relevant section(s) intender may be staggered during period of contract.
- 21.3 OPTCL reserves the right to extend the 2 (two) years contract by another 1(one) year on same terms and conditions at the end of 2 (two) years contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between OPTCL and contractor/agency.

#### 22. Notification of Award

22.1 Before expiry of the Tender validity period or completion of all process of this tender whichever is earlier, OPTCL will notify the name of successful bidder by email / fax / post selected by OPTCL, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to OPTCL the required performance security within 15 (fifteen) days from the date of issue of this Letter of Acceptance (LOA), failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clauses.

22.2 The Letter of Acceptance (LOA) shall constitute the beginning of the Contract and the contract period shall commence from this date of notification.

#### **Issue of Contract**

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

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

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

#### 26. General/ Miscellaneous Clauses:

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

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

26.3 The Contractor/agency shall notify OPTCL of any material change that would impact on performance of its obligations under this Contract. 26.4 Each member/constituent of the Contractor/agency, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards OPTCL for performance of contract/services under Contract.

#### TENDER DOCUMENT ODISHA POWER TRANSMISSION CORPORATION LIMTED QUOTATION FOR PROVIDING FACILITY MANAGEMENT SERVICES

#### (HOUSEKEEPING & SANITATION) at OPTCL Head Quarters office Bhubaneswar <u>TECHNICAL BID</u>

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

Sl.No	Name of Organization	Perio	od	Contracted	Reaso
<u> </u>	With complete address and		То	Amount (Rs per	nfor Terminatio
	telephone numbersto			month)	n
	whom services				

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 licence. Please
provide details and attach a copy.
d) Undertaking of the Agency
confirming the availability of the
adequate manpower of requisite
qualification and experience for
deployment in OPTCL.

5.Experience in similar nature of	
work (Cleaning & Sweeping / Facade	
Cleaning/ Garbage Collection / Pest	
Control) for Govt. / PSU of more	
than 150000 Sqft. (Super Built-up	
area).	
6.The Registered Office or Branch	
Office of the bidder must be located	
within the jurisdictionalarea of	
Odisha preferably in Bhubaneswar .	
7.Annual Turnover of having minimum	
Rs.01 (one) Crore during each financial	
years (for last three years) only in the	
field of similar services.	
Net worth of the Bidder in the last	
three financial year should be	
positive as per audited balance	
sheet.	
8.Document of having a minimum	
strength of 250 workers under its	
payroll.	
9.The Bidder must have minimum	
quality certification of ISO 9001:2015	
for ISO 45001:2018/OHSAS	
certification.	
10.The bidders must have ongoing	
projects in & around Bhubaneswar,	
Cuttack & Puri.	
11.Undertaking for providing adequate	
numbers of skilled manpower including	
woman employee to attend all types of	
works for which Tender isfloating.	
12.Are you covered by the labour	
Legislations, such as, ESI, EPF,	
GratuityAct etc.	
13.Please give EPF No:	
14.ESI Code:	
15.Gratuity Act Regn. No:	
16. Are you governed by minimum	
wages rules of the Govt of Odisha. If yes,	
please give details.	
10. Please attach copy of return	
ofIncome Tax for last three years	
17. Please attach balance sheet of the	
company, duly certified by Chartered	
Accountant for last 3 years.	
18.PAN No. (Please attach copy)	
19.GST No. (Please attach copy)	

20.Acceptance of terms & conditions attached (Yes/No). Please sign each	
page ofterms and conditions as token of	
acceptance and submit as part of tender	
document.	
21.Power of	
Attorney/authorizationfor	
signing the bid documents	
22. 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.	
23.Bidder whose Contract/Agreement	
with OPTCL had been	
terminated/failed toperform 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	
dateof bid opening.	
24. Affidavit duly sworn before a Notary	
or magistrate regarding the bidder	
should not have any pending litigation or	
arbitration with OPTCL (As per	
Annexure –I)	

#### **Declaration by the Tenderer:**

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

#### Encls:

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

#### SECTION VII: TENDER APPLICATION FORM

То

#### The Sr.GM (HRD)

Head Qrs. Office, OPTCL., Bhubaneswar.

Sub: Providing Cleaning, Up-keeping and sanitation for \_\_\_\_\_

Dear Sir,

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

Our Financial proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the proposal.

We understand you are not bound to accept any proposal you receive.

**Yours Sincerely** 

Authorized Signature (In full and

initials)

Name and Title of Signatory: Name of the firm Address:

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

Directions to bidders for quoting prices: Please consider only the following columns inBOQ and quote your all-inclusive price (excluding GST) for supply of one unit of serviceyou intend to bid. GST shall be paid for as applicable. Minimum wages etc. as per therelevant statutes in vogue shall be paid for by OPTCL, Odisha as revised from time totime by the Government of Odisha.

#### PRICE BID

#### For Facility Management Services (Housekeeping & Sanitation) for OPTCLHead. Qrs. Office (To be submitted in online mode only )

Tender Notice No. : Genera

**General Admin,OPTCL** 

1. Name of Bidder :

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

\_\_ Dated\_\_\_

House-keeping & Sanitation charges per month for OPTCL, Head Qrs. Office,

(A) Detail of Manpower cost to be deployed & other consumables cost.

				Year	
Description of Item		Qt y. (N o.)	Unit Price (per month inclusive of all statutor ydues)	Tota l Pric e	Total cost (inINR) (for 1 years)
			(IN INR)	(per mont h)	
				(in INR)	
	of				
Housekeeping Supervisor	Skilled	1			
Housekeeper	Unskilled	13			
Total		14	-		
Cost of Consumables (asper Appendix-5)	-				
,	-	Lum p sum	-		
	Housekeeping Supervisor Housekeeper Total Cost of Consumables (asper Appendix-5) Garbage	of ManpowerHousekeeping SupervisorSkilledHousekeeperUnskilledTotal-Cost of Consumables (asper Appendix-5)-Garbage r-Collection-	of ManpowerHousekeeping SupervisorSkilled1HousekeeperUnskilled13Total-14Cost of Consumables (asper Appendix-5)Garbage ,-Lum p sum	Remunerationof Category of Manpower(IN INR)Housekeeping SupervisorSkilled1Housekeeping SupervisorSkilled1HousekeeperUnskilled13Total14-Cost of Consumables (asper Appendix-5)-Lum p sumGarbage-Lum p sum-	Remuneration SupervisorCategory of Manpower(IN INR)(per mont h)Housekeeping SupervisorSkilled1-Housekeeper Unskilled13Total-14Cost of Consumables (asper Appendix-5)-Lum p sumGarbage Collection-Lum p sum

4	Service Charges (Minimum 5%)	-		-		
	(Millinuni 5%)		%			
5	GST (As applicable )	-	-	-		
Total	Total Yearly Cost (Rs.)					
In Words						

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

#### Notes:

- Price bid would mean Annual Cleaning, Up-keeping and sanitationcost for 1(one) year.
- 2. Applicable Goods & Services Tax (GST) as per actual shall be reimbursed on production of proof.
- 3. The Bidder would not be paid any other cost apart from above items.
- 4. The Tender is for providing Cleaning, Up-keeping & Sanitation servicesas per the service Level Requirements. The manpower indicated by the Authority in this Tender is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment and consumables (except) etc. required for providing all services as per the scope of work defined in the Tender document and provide a lump sum quote in the financial bid.
- 5. Price quoted shall remain 'FIRM' during the contract validity except minimum wages of Cleaning/Housekeeping staff.
- 6. The price quoted towards manpower should in

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

#### **SECTION IX: CONTRACT FORM**

#### CONTRACT

#### [NAME OF THE SERVICE] BETWEEN

### [OPTCL]

AND
[SERVICE PROVIDER]
Dt.
[On Stamp Paper]
FORM OF AGREEMENT
This <b>CONTRACT</b> is made on the between,
(hereinafter called as the "OPTCL") which
expression shall where the context so requires or admits shall also include its
successors or assigns of the <b>one part</b> AND
,registered under
with its principal place of business at
(hereinafter called the "Service Provider") of the 2 <sup>nd</sup> Part represented by , which expression where the context so requires
or admits shall also include its successors or assigns of the <b>other part</b> <i>WHEREAS</i>
(the Principal) issued tender vide Letter
No Dated to the "Providing
Cleaning Up-keeping & Sanitation activities at Head Qrs. Office of OPTCL" for execution of [Name of the Service] and the Service Provider offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No Dated Dated
WHEREAS above       stated       offer       and       willingness       conveyed       under       Letter         dated       by the       Service       Provider       has       been       duly       accepted         by the       Service       Number of the state       Number of the state       Number of the state

by the OPTCL vide its Letter No. \_\_\_\_\_ dated \_\_\_\_\_ for execution and completion of facility related services subject to the fulfilment of the terms and conditions. NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

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

#### b) Performance Security Deposit:

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

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

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

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

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

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

- a) The Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at OPTCL Hqrs. against all liabilities for death and injury whatsoever on account of any accident in the course of performing the services. The OPTCL will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel deployed by the Service Provider.
- **b)** The Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the OPTCL.
- **c)** The Service Provider shall provide qualified uniformed staff to perform the services. The employees of Service Provider entering the premises of the OPTCL shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.
- **d)** The Service Provider shall conduct periodic general medical checkup of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- e) The Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during

working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.

- **f)** The Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the OPTCL.
- **g)** "Right man to for Right Job" shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Service Provider to get the critical job done by the employees professionally and technically competent enough toperform the said particular task.
- **h)** The Service Provider should submit attendance of its personnel deployed at the location and the report should be verified by the authorized officer from time to time.

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

- a) The Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI) Act, Employees Provident Fund (PF) Act, Employees Compensation Minimum Act, Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Service Provider shall maintain proper records & documents and produce them to the authorized representative of the OPTCL as and whenrequired, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- **b)** The Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent OPTCL and shall furnish as and when demanded.
- c) The Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the OPTCL only upon the Provider

producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.

- **d)** The Service Provider shall provide First Aid facilities at the work place according to applicable laws.
- e) In the event of the Service Provider failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the OPTCL. The OPTCL may take appropriate action to recover the same from the Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

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

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

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

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

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

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

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

#### 12. Loss/ Theft / Damage:

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

#### 13. Exclusion of Consequential Loss :

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

## **14.** <u>Breach of Agreement, Price Reduction & Termination of Agreement :</u>a) <u>Breach of Agreement :</u>

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

#### b) Price Reduction :

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

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

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

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

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

#### 16. <u>Jurisdiction :</u>

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

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

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

Signature of Authorised Representative

(OPTCL)

*Witnesses:* <u>On behalf of OPTCL</u>

1.

2.

**On behalf of Service Provider** 

1.

2.



#### **APPENDIX-1**

#### DAILY CHECKLIST FORM- ADMINISTRATIVEBUILDING

Date: .....

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



Overall Housekeeping and Maintenance Of Administrative Building:

satisfactory

Satisfactory / Not

Name and Signature of Agency

Countersigned by the Authorized Officerof OPTCL



#### **CHECKLIST FORM- OPEN AREA**

#### **APPENDIX - 2**

#### Date:

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

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

Name and Signature of Agency

**Countersigned by the Authorized Officer of OPTCL** 



APPENDIX – 3

#### LOCATIONS / AREAS FOR SANITATION AND HOUSEKEEPING SERVIECS

Sl.	Loca	ations	Covering theareas	Toilet Area(in
No.			(in square feet)	square
				feet)
1	OPT	CL Multistoried Building		
	i)	First Floor	7434.95	365.05
	ii)	Second Floor	6994.05	305.95
	iii)	Third Floor	6934.44	365.56
	iv)	Fourth Floor	7025.61	274.39
	v)	Ground Floor	1400	
	vi)	Fire Escape	800	
	vii)	Staircase Portion	1160	
	viii)	Parking Area	6993.13	
4	Grou	and Floor and First Floor of	22844.29	998.55
	Tech	hnical Wing.		
5	Corp	porate Planning Building		
	Cent	tral Issue Section (Ground	820.77	78
	Floo	pr)		
	Law	Section (2 <sup>nd</sup> Floor) & TC	4501.42	230.20
	Trai	ning & Development Branch	1574	140.98
	of O	PTCL Hqrs. Office and		
	Libra	ary		
8	Elec	trical Maintenance Cell	787	68.81
9	Stair	rcase of TW,CP Building	3200	
10	Civil	Work Section No. III Building	1282	80
11	(1 <sup>st</sup>	<sup>t</sup> Floor) Vigilance Section	320	



#### APPENDIX - 4

#### LIST OF TOOLS, EQUIPMENTS AND GADGETS PROPOSED TO BE DEPLOYEDFOR HOUSEKEEPING WORK ANNEXURE-I

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

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

> Signature of authorized person Name\_\_\_\_\_ Designation Seal



APPENDIX - 5

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

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

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



25	Glass wiper (Big & Small)		
26	Gramaxine		
27	Eazy Mop set		
28	Easy Mop Set refill		
29	Odonil		
30	Toilet Cleaner		
31	Urinal Cubes		
32	Bucket		
33	Mug		
34	Dust Bin (Big)		
35	Dust Bin (Small)		
36	Feather Brush		
37	Garbage Bag		
38	Napkin		
39	Hit		
40	Mosquito Oil		
41	Tissue Paper		
42	Wiper		
43	Good Knight Kit with		
	liquid		
44	Flash Cleaner		
46	Oxalic Acid		

(Please attach extra sheet if required, duly signed with seal) The terms and conditions contained in the Tender document are acceptable to us.

Signature of authorized	person
Name	
Designation	
Seal	



APPENDIX – 6

#### PERIODICITY CHART OF HOUSE KEEPING SERVICES:

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



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



#### <u>NOTE</u>

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

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

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



- Premises should be maintained mosquito free, cockroach free, termite free, flies free, rodent free. Hit, Finite, Bygone Spray etc. should be applied as and when required to keep the premises mosquito, cockroach, termite, flies and rat free at regular intervals.
- xi) In case of any Office, Premises requires sweeping, cleaning, dusting etc. on Sundays/Holidays the same work will be attended by the Agency and no extra payment on this account shall be made by the Corporation.
- xii) Collecting all type of Garbage, Malva, Slush, Dismantled items, Kuchra etc. from various points in the open area of the whole specified areas above and disposing of the same away from the Corporation's complex to the Municipal Dump.
  - I / we agree with the terms and conditions as described above.

Signature with seal of the Bidder



#### **APPENDIX-7**

### 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 valueshould be in the name of the Issuing Bank.)

**Ref No:-** .....

Bank Guarantee No
Date:
BG Amount:
Validity Period:

This G	uara	ntee Bond is e	xecuted this	day of	by us the
Bank	at	,	Р.О,	Dist	, ,
State		and Cod	le No		



- 2. We, the \_\_\_\_\_\_Bank [indicate the name of the Bank, Address & Code] do herebyundertake to pay the amounts due and payable under this guarantee without any demur, merely on a demandfrom OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_\_ (Rupees------In Words).
- 3. We, the ......Bank also undertake to pay to OPTCL any money so demanded not withstanding any

dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall haveno 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 tillall 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] furtheragree 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 ] lastlyundertake 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 guaranteeshall 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		
b) shall	not	exceed	Rs(Rupees
words			

in



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

d) 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	, theDay of
	[Indicate name of Bank]
Signat	ure
Full N	ame
Desig	nation
Powe	r Of Attorney
Dated	
Seal o	f the Bank
WITN	ESS: (SIGNATURE WITH NAME AND ADDRESS)
1.Sign	ature
Full	Name
2. Sig	nature
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	ТҮРЕ	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 caim	Mandatory	Bhubaneswar,BranchName ofBhubaneswarBranchcode ofBhubaneswarBranchAddress atBhubaneswar
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	Mandatory	ICICI Bank Ltd
	IFSC Code		IFSC Code-ICIC0000061
12			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

#### <u>ANNEXURE - I</u>



#### **DECLARATION FORM**

#### То

The Sr. General Manager (HRD) OPTCL Head Qrs.BBSR,751022

Sub:- Tender Specification No-\_\_\_\_\_

Sir,

- Having examined the above specification together with terms & conditions referred to therein \* I/We the undersigned hereby offer to supply the materials/equipment covered therein complete in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
- \* I/We hereby undertake to have the materials/equipment delivered within the time specified in the Tender.
- 3. \* I/We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
- 4. \* I/We certify to have submitted the bid electronically by remitting \*cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No.
   Dated,
- 5. In the event of Tender, being decided in \*my/our favour, \* I/We agree to furnish the Composite B.G. in the manner, acceptable to ORISSA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to \*me/us as per clause-19 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which \*I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser.

#### **Bid Security Declaration**

\*I/We further declare that, we will not modify/withdraw the bid after opening of technocommercial 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.

Signed this

day of

202\_\_\_\_

Yours faithfully

#### Signature of the Bidder with seal of the company

[This form should be dully filled up by the Bidder and uploaded at the time of submission of tender.\* (Strikeout whichever is not applicable)



### ଡଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଃ.

#### ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking) Regd. Office: Janpath: Bhubaneswar-751022. Telephone: (0674) 2541801 (FAX No. 0674-2542964), Website: <u>www.optcl.co.in</u> CIN:U4102OR2004SGC007553

#### <u>Annexure - II</u>

#### **UNDERTAKING**

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

I, hereby undertake that, our organization 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]



#### <u>Annexure - III</u>

#### **INDEMNITY BOND**

THIS INDEMNITY BOND is made this ...... day of ......,202\_\_\_ 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 **FACILITY MANAGEMENT SERVICES (HOUSE-KEEPING & SANITATION)** AT **OPTCL HQRS. OFFICE, 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:		
1. Name		Signature
2. Name		Signature
3. Name		Signature



#### Annexure-IV

#### (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,

SGM (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,

Signature with Designation with person having Power of Attorney for the subject package

Company Seal Name and Address



#### ANNEXURE-V

#### Certificate (to be furnished in bidder company's letter head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]

Authorized signatory Company seal