

## ODISHA POWER TRANSMISSION CORPORATION LIMITED OFFICE OF THE GENERAL MANAGER EHT (O&M) CIRCLE, BURLA

## TEL NO. 0663-2430160 FAX NO. 0663-2430160 TENDER SPECIFICATION NO.- BRL- 16 /2014-15

#### **FOR**

# ANNUAL CONTRACT FOR CLEANING, UPKEEPING AND SANITATION WORK OF VARIOUS GRID SUB-STATION AT DIFFERENT DIVISIONS UNDER E.H.T. (O&M) CIRCLE, BURLA

SECTION-I- INSTRUCTION TO BIDDERS.

SECTION-II- GENERAL CONDITIONS OF CONTRACT

SECTION-III- LIST OF ANNEXURES

SECTION-IV- TECHNICAL SPECIFICATION OF ANNUAL CONTRACT FOR

CLEANING, UPKEEPING AND SANITATION WORK OF VARIOUS GRID SUB-

STATIONS AT DIFFERENT DIVISIONS UNDER E.H.T. (O&M) CIRCLE,

**BURLA.** 

Request for online tender documents – From Dt.-08.12.2014 (10.00 Hrs) to Dt. 24.12.2014 (12.30 Hrs)

Issue of online tender documents (bid sheets)- From Dt. 08.12.2014 (10.01 Hrs) to Dt. 24.12.2014 (12.31 Hrs)

Last date of submission of online tender – up to Dt. 24.12.2014 (15.00 Hrs)

Date of opening of Tender - 26.12.2014 (11.00 Hrs)

Cost of tender paper : Rs.6000+ 5% VAT



#### ODISHA POWER TRANSMISSION CORPORATION LTD.

O/O: G.M. (ELECT.) E.H.T. (O&M) CIRCLE, BURLA, DIST: SAMBALPUR (ODISHA) 768017

#### e-TENDER NOTICE NO. BRL- 16/2014-15

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD General Manager, EHT (O&M) Circle, Burla, invites Tenders from the experienced civil contractors having valid Contractors License, EPF & ESI Registration, Labour license, Service Tax registration No., PAN Card, VAT Registration & valid VAT Clearance, as well as I.T. and experience in similar type of works under OPTCL / any other Odisha Govt. organization to carry out "Annual contract for cleaning, Up keeping and Sanitation of Control Rooms and Offices of various Grid Sub-Stations at different Divisions under E.H.T. (O&M) Circle, Burla for 2015-17". The interested bidders would be required to enroll themselves on the tender portal <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a>. Complete set of bidding documents are available at <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> from 08.12.2014 (10.00 Hrs) up to 24.12.2014 (12.30 Hrs). Interested Bidders /manufacturers/Suppliers may visit OPTCL's official web site <a href="http://www.optcl.co.in">http://www.optcl.co.in</a> and <a href="www.tenderwizard.com/OPTCL">www.tenderwizard.com/OPTCL</a> for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site <a href="http://www.optcl.co.in">http://www.optcl.co.in</a> and <a href="http://www.optcl.co.in">www.tenderwizard.com/OPTCL only.</a>

General Manager (Elect.) E.H.T. (O&M) Circle, Burla



#### NOTICE INVITING TENDER

#### ODISHA POWER TRANSMISSION CORPORATION LTD., O/O: G.M. (ELECT.) E.H.T. (O&M) CIRCLE, BURLA, DIST: SAMBALPUR (ODISHA) 768017 e-TENDER NOTICE NO- BRL- 16/2014-15.

## For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under single part bidding system in e- tendering mode only as per the following details.

SI. No	Tender Specificatio n No	Description of works	Qty.	INDIAN RUPEES		Last date of submis sion &	
				Earnest	Cost of	Tender	Date of
				Money	Tender	Processing	opening
				Deposit	Spec.	Fee	of Tender
				** 1 ' 1	Document	. 15	renaer
				, Up keeping and			
		and Offices of v	arious Grid Su	b-Stations at diffe	erent Divisions u	ınder E.H.T.	
		(O&M) Circle,	Burla for 2015	-17			
1	BRL-16	Package I	Mentioned	Rs.18388/-	Rs.6000/- +	Rs.5015/-	up to
	/2014-15		in the		5% VAT =		dt-
			tender		Rs.6300/-		24.12.20
			specificatio				14
			n				(15.00
2		Package II	-do-	Rs.12819/-			Hrs)
4		Package II	-uo-	KS.12019/-			•
_		D 1 III	_	D 121211	-		and
3		Package III	-do-	Rs.13424/-			26.12.20
							14
							at 11.00
							hr

The bidders can view the tender documents from website free of cost.

The bidders who want to submit bid *for single / all packages* shall have to pay the tender cost as mentioned above (Non-refundable) including VAT @5% in the form of Demand draft/Cash only, drawn in favour of EHT (O&M) Circle, OPTCL, Burla at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall have to submit non refundable tender processing fee as mentioned above in the form of Demand draft, drawn in favour of K.S.E.D.C. Ltd, Payable at Bangalore. The said demand draft is to be submitted along with the EMD & tender paper cost at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee towards EMD, Tender Cost and tender processing fee and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

The prospective bidders are advised to register their user ID, Password, company ID from website <a href="https://www.tenderwizard.com">www.tenderwizard.com</a>/OPTCL by clicking on hyper link "Register Me".

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

Minimum qualification criteria of bidders: AS STIPULATED IN SECTION-II, PART-I (G.T.C.C) OF THE

#### GENERAL MANAGER(elect.) EHT (O&M) CIRCLE, BURLA

#### COMMERCIAL SPECIFICATION.

#### PART-I SECTION-I

#### **INSTRUCTIONS TO BIDDER**

#### 1. Submission of Bids: -

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

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under ODISHA Sales Tax, Act, VAT Act / Central sales Tax Act.

- 1. For all the users it is mandatory to procure the Digital Signatures.
- Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for Registration:
  - a. Click "Register", fill the online registration form.
  - b. Pay the amount of Rs. 2247/- through DD in Favour of KSEDCL Payable at Bangalore. This registration is valid for one year.
  - c. Send the acknowledgment copy for verification.
  - d. As soon as the verification is being done the e-tender user id will be enabled.
- 3. 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.
- 4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
  - a. Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).
  - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
  - c. Go to Start > Programs > Internet Explorer.
  - d. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
  - e. Enter e-tender User Id and Password, click on "Go".

- f. Click on "Click here to login" for selecting the Digital Signature Certificate.
- g. Select the Certificate and enter DSC Password.
- h. Re-enter the e-Procurement User Id Password
- 5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.
  - Click "Un Applied" to view / apply for new tenders.
  - Click on Request icon for online request.
  - Enter the required fields including details of D.D for tender Processing fee.
- 6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
  - Click to view the tender documents which are received by the user.
  - Tender document screen appears.
  - Click "Click here to download" to download the documents.
- 7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
  - Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
  - Note down / take a print of bid control number once it displayed on the screen
- 8. Tender Opening event can be viewed online.
- 9. Competitors bid sheets are available in the website for all.
- 10. For any e-tendering assistant contact help desk number mentioned below.
  - Bangalore 080- 40482000.

#### 2. <u>Division of Specification.</u>

SECTION-I- INSTRUCTION TO BIDDERS.

SECTION-II- GENERAL CONDITIONS OF CONTRACT

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The Tenderer are required to submit the tenders in single part.

#### 3. Purchaser's Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of area at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

#### 4. Purchaser's right to accept/reject bids:

The purchaser reserves the right to reject any or all the tenders without assigning any reasons

what so ever if it is in the interest of OPTCL, under the existing circumstances.

#### 5. Mode of submission of Tenders.

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

#### 6. Earnest money deposit:

The tender shall be accompanied by Earnest Money Deposit of value specified in the notice inviting tenders against the bid in shape of DD/BG. Tenders without the required EMD will be rejected out rightly.

The earnest money deposit shall be furnished in shape of Bank Draft/ BG: -To be drawn in favour of EHT (O&M) Circle, Burla, payable at Burla. *NOTE:*-

- (i) No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.
- (ii) In the case of un-successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderer, this will be refunded only after award of contract and on submission of BG/DD as security deposit.
- (iii) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- (iv) EMD will be forfeited if the tenderer fails to accept the purchase order issued in his favour or to execute the order, placed on them.
- (v) Tenders not accompanied by Earnest Money shall be disqualified.

#### 7. Validity of the Bids: -

The tenderer are requested to keep the validity of their offer for a period of **180 days** from the date of opening of the tender, failing which the tenders will be rejected.

#### 8. PRICE: -

- i) The bidders are advised to quote their rate as per the price schedule attached with this specification and shall remain firm inclusive of all taxes and duties, labour charges etc. within the validity of the tender paper. Under no circumstances extra price can be claimed by the contractor during the period of contract if there is any hike in minimum wage from time to time by Govt.of Odisha.
- ii) Also the Tenderer are advised to quote their rate either for one package or for all.

#### 9. Tenderers to be fully conversant with the clauses of the Specification:

Tenderer are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of **doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the G.M., E.H.T. (O&M) Circle, Burla**. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

#### 10. Documents to Accompany Bids.

#### Tenderers are required to submit tenders in the following manner:

- [i] Declaration Form. [As per Annexure-I] (Duly signed) to be uploaded in .pdf format
- [ii] Earnest Money. (Scanned copy is to be uploaded)
- [iii] Abstract of Terms & conditions in prescribed Proforma as per Annexure-II. To be keyed in, in the bid sheets provided.

- [iv] General Terms & Conditions of supply offer as per Section-II of the Specification. (All the required documents are to be uploaded.)
- [v] Data on past experience as per the Specification. (Scanned copy to be uploaded)
- [vi] Valid Civil contractor's license, EPF & ESI regd. No., Labour license, service tax regd. Certificate, valid VAT/CST Regd. Certificate, VAT clearance certificate, PAN No. of the firm required under Income tax Act. & IT certificate (Scanned copy to be uploaded) and experience in similar type of works under OPTCL or any Govt. organization.
- [viii] Any other documents required is to be uploaded.
- [ix] Schedule of prices in the prescribed Proforma in the price bid sheet provided in .xls format.

#### 11. Conditional Offer:

Conditional offer shall not be accepted.

#### 12. **General**: -

- (i) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) The EMD, if any, shall be returned to the unsuccessful bidders.
- (vi) It should be distinctly understood that the price bid shall contain only details/documents relating to price, as mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- (vii) The tenderer must submit the EMD amount, cost of tender document and Tender processing fee in a sealed cover envelope super scribing the tender specification number, Tender Notice No & Date of opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender, otherwise the bid will be rejected.

#### SECTION – II GENERAL TERMS & CONDITIONS OF CONTRAT (G.T.C.C)

#### 1. **Scope of Contract**:

- A.
- 1. Sweeping of entire control room twice per day & Office flooring once per day through out the month.
- 2. Cleaning of entire control room twice per day & Office flooring once per day with surf water and phenyl throughout the month.
- 3. Cleaning of door and windows (Glass / wooden & window railings) every day.
- 4. Cleaning of Telephones and apply of scented perfume as well as Computer, Fax machines etc. should be properly cleaned.
- 5. Spraying of perfumes in the control room / office building.
- 6. Cleaning of fixtures, fitting light and fans, A/C machines covers and any other wall mounted fittings) such as single line diagram, Key boards, notice boards etc.)

#### B. The Contractor will attend the following work:

- Cleaning and sweeping once per day of outside control room & Office area up to a distance of 10
  Mtr. surrounding the control room & Office alongwith uprooting grasses, weeds wherever
  required.
- 2. Cutting of small bushes and trees.
- 3. Cleaning of approach road.

#### C. The Contractor will attend the following work:

- 1. Cleaning twice per day of Bath rooms, Toilets along with adjacent area wherever required, wash basin, toilet pan, urinal pans, mirror, soap stand, bangers etc. with apply of harpic, scented phenyl and other detergents.
  - Napthalin balls and odonyl should be regularly supplied in the urinals once in a week.
  - All wash basins and sinks should be cleaned with Vim.

The water cooler tray should be cleaned with Vim etc.

- 2. CONTRACT PERIOD: The Contract period of the above work will be normally for one year from the date of commencement of the work. The department reserves the right also to terminate the contract at any time during the contract period without assigning the reasons thereof with one month notice. The contract may be further extended for another one year (if the Authority desires) on satisfactory performance of the above work.
- **PAYING AUTHORITY:** D.D.Os. of concerned Divisions and Circles.

#### 4. CONSIGNEE & SUPERVISING OFFICER:

- a. Concerned SDOs of the grid sub-stations for areas under their jurisdiction.
- b. Head Clerk for respective division & Circle offices.

#### 5. Deployment of Personnel's:

The workmen engaged are to be issued with ID card. A supervisor is to be engaged to supervise the work. Adequate and proper personnel as required should be arranged during any emergency apart from the regular personnel available at specified sites. In case the workmanship of any deployed personnel is found unsatisfactory and reported, the person will be replaced immediately. It is the responsibility of the contractor to depute substitute staff for the earmarked staff if found remaining absent from the duty.

One complaint registers is to be maintained for each Grid Sub-Station and office. You shall maintain the attendance registers for the staff deployed, which the shift engineer of the grid Sub-Station, OPTCL,/ Head clerks of Offices will periodically check. A deployment chart for each month is to be furnished by you. In case the performance is found unsatisfactory, the contract will be terminated on serving one month's notice from OPTCL side.

The regular up-keeping, cleaning and sanitation work should be taken up before 9.00 AM in the morning daily. Unless emergency arises no such work should be taken up during office hours i.e. from 10.00 AM to 05.00 PM. Besides, the sanitation service should also be available on holidays. All the offices/ Sub-Stations areas should be maintain neat & clean in all respect.

#### 6. Supply of Materials:

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

- 7. (a) The price should be FIRM and breakup for each item should be furnished alongwith the bid.
  - (b) EPF & ESI: It is your responsibility to deposit EPF & ESI of personnel engaged for the work by you.
- (c) Liability for Workman's compensation if any shall be borne by you and OPTCL shall not have

- any liability what-so-ever in this regard.
- **8**. **Wages & Bonus**: The entire employee engaged in this office should get wages as per minimum wages rules of Govt. of Odisha.
- 9. <u>Uniform</u>: A good-looking uniform with Identity card should be provided to all employees for easy identification.
- **10**. <u>Submission of Documents</u>: Xerox copy duly attested of updated documents in support of Service Tax Regd. No., IT, EPF & ESI should be uploaded along with the bid.

#### 11.0. **Definition of Terms**:

For the purpose of this Specification and General Terms and Conditions of Contract (G.T.C.C.) the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- **11.1.** "The Owner" shall mean the General Manager, E.H.T (O&M) Circle, OPTCL, Burla.
- **11.2.** "The Engineer" shall mean the engineer appointed by the Owner for the purpose of this contract.
- 11.3 Owner's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Owner to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 11.4 "The Contractor" shall mean the Bidder whose bid has been accepted by the Owner and shall include the Bidders' executives, Administrators, Successors and permitted assignees.
- 11.5 "Equipment" shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.
- 11.6 "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract as the "Contract Price" which shall include packing, forwarding, freight, insurance excise duty, sales tax, Octroi and other taxes and duties as applicable at the time of opening of bids.
- **11.7** "General Conditions" shall mean these General Terms and Conditions of Contract.
- 11.8 "The Specification" shall mean the Specification annexed to or issued with G.T.C.C. and shall include the schedules and drawings attached thereto as well as all samples and pattern, if any.
- 11.9 "Month" shall mean "Calendar month".
- **11.10** "Writing" shall include any manuscript, type written, printed or other statement re-production in any visible form and whether under seal or under hand.
- 11.11 "F.O.R. Destination Costs" shall mean the cost of equipment and material at the consignee's stores. The cost is exclusive of Excise duty, Sales Tax and other Local Taxes, but is inclusive of packing, forwarding and insurance and freight charges.
- 11.12 Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that, in the Odisha General Clauses Act.

#### 12 Manner of Execution:

The work should be executed to the full satisfaction of the owner asked and as per direction of the field in charge.

- i) The regular up keep, cleaning and sanitation works should be completed in all respect strictly by 9.00 A.M. in the morning daily. Unless emergency arises no such work should be taken during office hours i.e. from 10.00A.M. To 5.00 P.M. Besides, the cleaning and the sanitation service should also be available on all holidays.
- ii) Adequate and proper personnel as required should be arranged during any emergency apart from the regular personnel available at specified sites. It should also be ensured that the working personnel are immediately available for attending any emergency cleaning.
- iii) A Complaint register is to be maintained at each Grid substation with the Shift Engineer. It is the responsibility of the contractor to maintain the attendance register of the personnel deployed which shall be checked by the Shift Engineer /Officer of the Grid substation/Office of OPTCL. A deployment chart of personnel with their detailed address is to be furnished by you to the concerned consignee every month.
- iv) The work should be executed to the full satisfaction of the OPTCL authorities and strictly as per the direction laid out in the tender specification / work order / instruction of supervising officer. Any substandard work noticed / negligence in discharging the entrusted work and receipt of such complaint, immediate action should be taken up by you. In case of non responsiveness to the correspondences of paying officer/ consignee in this regard, the agreement may be liable for cancellation and forfeiture of security deposit thereof.

#### 13 Rejection of Materials:

- i. The information furnished by the contractor in their bid if found to be misleading to get the order illegally, the contract will be terminated forth with, along with forfeiture of security deposit and the contractor shall be black listed.
- ii. In case of performance being found to be unsatisfactory continuously for two months and the contractor does not respond to the complaint of OPTCL authorities from any Sub-Division/Division /Circle, the contract for the entire work shall be terminated on serving one month's notice from OPTCL's side.

#### **14** Experience of Bidders:

The bidders should furnish information regarding experience particularly on the following points:

- i) Name of the work.
- ii) A list of work orders executed during the last three years along with user's certificates.

#### 15 Language and Measures:

All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating and Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

#### **Deviation from Specification:**

It is in the interest of the Tenderers to study the Specification, works etc. specified in the tender should thoroughly before tendering so that, if any deviations are made by the Tenderers the same are prominently brought out on a separate sheet under heading "Deviations".

A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the Tender Specification, not withstanding any exemptions mentioned therein.

#### 17. Right to Reject / Accept any Tender:

The owner reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the organization. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The owner has exclusive right to alter the quantities of areas at the time of placing final Work order. It may be clearly understood by the Tenderer that the owner need not, assign any reason for the above action (s).

#### 18. Contractor to inform himself fully:

The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The owner shall not be responsible for any misunderstanding or incorrect information obtained by the Contractor other than the information given to the Contractor in writing by the owner.

#### 19. Execution of Work:

(a) Time being essence of the contract, the cleaning works shall be completed in time so as to keep the Sub-Station & Office cleaned at any time as specified in the contract.

#### 20. Contractor's Default Liability:

- i) The Owner may, upon written notice of default to the Contractor, terminate the contract in circumstanced detailed hereunder.
- a) If in the judgement of the owner, the Contractor fails to execute the entrusted work satisfactorily within the time specified in the contract or within the period for which extension has been granted by the owner in writing in response to written request of the Contractor, and / or,
- b) If in the judgement of the owner, the Contractor fails to comply with any of the provisions of this contract.

#### 21. Force Majeure:

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the Contractor

shall within ten (10) days from the beginning of such delay notify the owner in writing of the clause of delay, upon which, the owner shall verify the facts and grant such extension as facts justify.

#### 22. Bank Guarantee towards Security Deposit and Performance Guarantee:

- i) The successful bidder have to submit a composite Bank Guarantee for 10% value of the work order in favour of the concerned paying officer, and valid for a period of 24 months from the date of award of work order. The same should be strictly as per the Performa enclosed herewith.
- ii) No interest is payable on any kind of Bank Guarantee.
- iii) In case of non-fulfillment of contractual obligation as required in the detailed purchase order / specification, the composite Bank Guarantee / Permanent Registration Fee shall be forfeited.
- iv) The Composite / Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the supplies made in cases where no Composite Bank Guarantee / Performance Bank Guarantee is furnished.
- v) The security deposit shall be refunded only after successful execution of contract and after adjustment of any dues.
- vi) The security deposit should be submitted separately to each paying authority.

#### **23.** Terms of Payment:

The full Payment will be made monthly billing basis by the AGM / DDO of concern O & M divisions / Circle, OPTCL, in each month and after receipt of verification report from Shift Engineers duly countersigned SDO of Grid Sub-Stations/ Head clerks of Offices as the case may be subject to submission and acceptance of 10% value of the total work order as composite Bank Guarantee or Security deposit in cash. The Security deposit should be submitted separately in for each Division wise.

#### 24. Penalty for Delay in Completion of Contract:

If the Contractor fails to provide service as per contract, an amount of twice the calculated daily-billed amount for the period, will be recovered from the monthly bills or encashment of BG (if required) of the contractor. The unsatisfactory performance for a period of continuous three months will be liable for termination of contract with forfeiture of security deposit of that particular division.

#### **25** Recovery from the Contractor:

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

**26. AGREEMENT:** The contractor shall have to execute one agreement with the concerned paying officer for which he has been allotted the works. The concerned Consignee shall be responsible for supervision of works.

#### **27.** Contractor's Responsibility:

a) Not withstanding anything mentioned in the Specification or subsequent approval or

acceptance by the owner, the ultimate responsibility for the satisfactory performance in keeping the allotted portions shall rest with the Tenderers.

- b) Clear-cut instructions to be issued to the persons deployed regarding their working place, which is EHV premises.
- c) The contractors should be completely responsibility for any Electrical accident met by the deployed personnel's due to their negligence during execution of work as per the prevailing Labour Act, Odisha.

#### 28. Validity:

Prices and conditions contained in the offer should be kept valid for a period of 180 days from the date of opening of the tender, failing which, the tender shall be rejected. The Successful bidder will be awarded with the cleaning and sanitation work for a period of two year in the same price.

#### 29. Evaluation & Comparison of Bids:

- i) Weightage shall be given to the following factors in the Evaluation and Comparison of Bids.
- a) Past track record in AMC work of similar items to OPTCL, if any.
- b) Track record in performance of similar work done to other utilities other than OPTCL.
- c) Deviation in the bid vis-à-vis in the stipulation in the Bid Specification both in Technical and Commercial.
- d) In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality and adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials / equipments earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

#### 30. Jurisdiction of the High Court of Odisha:

Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of High Court of Odisha extends.

#### 31. <u>Correspondences</u>:

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the owner shall be served at the owner's Principal office in the same manner.
- iii) The address with Telephone No. should be given for immediate contract in case of any problems and negligence or emergency duties.

#### **32.** Official Address of the parties to the Contract:

The address of the parties to the contract shall be specified:

i) Purchaser: General Manager, E.H.T (O&M) Circle,
ODISHA POWER TRANSMISSION CORPORATION LIMITED,
Burla-768017, Telephone/ Fax: 0663-2430160.

#### ii) **Supplier**: Address:

Telephone No. Fax No.:

#### 33. Outright Rejection of Tenders:

Tenders shall be out rightly rejected if they are not complying with the following requirements:

- i) The Tenderer shall submit the bid in electronic mode only and shall submit the cost of tender documents & tender processing fees on or before the date & time of opening of the bid.
- ii) Tenders shall not be submitted telegraphically or by FAX.
- iii) Tenders shall be accompanied by the prescribed Earnest Money Deposit on or before the date & time of opening of the bid unless otherwise qualified for exemption from furnishing of EMD.
- iv) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- v) Tender shall be submitted in single part as specified.
- vi) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties.
- vii) The bidder having any pending legal suit against the organization.
- viii) For any warning for unsatisfactory works taken up or termination of agreement for similar works by OPTCL.
- ix) The tender should quote "firm" price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.

#### **34.** Documents to be treated as Confidential:

The Contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without authorization from the Purchaser.

#### 35. Scheme / Projects:

The works covered in this Specification shall come under Chief General Manager (O&M) within O & M budget of OPTCL.

#### SECTION – III (LIST OF ANNEXURES)

The following Schedules and Proforma are annexed to this Specification and contained in Section – III as referred to in the relevant Clauses.

(i)	Declaration Form	ANNEXURE – I
(ii)	Abstract of Terms & Conditions to accompany Section–II of Part – I	ANNEXURE – II
(iii)	Abstract of Price Component	ANNEXURE – III
(iv)	Schedule of Price	ANNEXURE – IV
(v)	Bank Guarantee form for Earnest Money Deposit	ANNEXURE – V
(vi)	Composite Bank Guarantee form for Security Deposit, Payment and	ANNEXURE – VI
	Performance	
(vii)	Bidders Information	ANNEXURE – VII
(viii)	Chart showing particulars of earnest money deposit furnishable	ANNEXURE – VIII
	by tenderer	

### ANNEXURE – I DECLARATION FORM

To	General Manager (El E.H.T. (O&M) Circle			
Sub:-	Tender Specification	No		
Sir,				
1.	the undersigned here	by offer to supply the rand General Conditions	naterials covered th	onditions referred to therein I/We ereon complete in all respects as in the attached contract schedule
2.	*I/We hereby underta	ake to have the materials	s delivered within th	e time specified in the Tender.
3.	*I/We here Guarantee the technical particulars given in the Tender supported with necessar reports from concerned authorities.			ender supported with necessary
4.	*I/We certify to have submitted the bid electronically by remitting (Strike out whichever is no applicable) Cash / Money order / D.D. / remitting the cost of tender, and this has been acknowledged by your letter No Dated: here with.			
5.	B.G. in the manner and for the sum as within 15 days of iss that the said letter of	acceptable to ODISHA applicable to me / us pue of Letter of intent / P	POWER TRANSM er Clause – 22 of Surchase order failing will be liable to be	e agree to furnish the Composite IISSION CORPORATION LTD Section – II of this Specification g which I / We clearly understand withdrawn by the Purchaser and
	Signed this	day of	20 14	-
				Yours faithfully,
				Signature of Tenderer with Seal of the Company

(This form should be fully filled up by the Tenderer and uploaded at the time of submission of

tender)

\*( strike out whichever is not applicable)

## ANNEXURE – II ABSTRACT OF GENERAL TERMS & CONDITIONS OF CONTRACT (COMMERCIAL) TO ACCOMPANY PART - I

1	(a) Cost of tender document	
	D.D. No. & Date	
	(b) Earnest money deposit furnished	
	D.D. No. & Date.	
	(c) Tender processing fee	
	D.D. No. & Date.	
2	Work experience including user's certificate furnished or not.	Yes/No
	(As per Clause No. 14 of Section – II)	
3	Deviations to the Specification in any (list enclosed or not)	Yes/No
	(As per Clause – 16 of the Section – II)	
4	Whether agreeable to OPTCL's terms	Yes/No
5	Whether agreeable to furnish Security Deposit / BG in case his tender	Yes/No
	be successful. (As per clause No. 22 of section-II)	
6	Whether agreeable to contractor responsibility clause – 27 of Section – II	Yes/No
7	Terms of Payment : Whether agreeable to OPTCL's standard terms of	Yes/No
	payment or not (As per clause No. 23 of section-II)	
8	Nature of Price : Firm	Yes/No
9	Penalty & Recovery: Whether agreeable to OPTCL's terms or not	Yes/No
	(As per clause No. 24 of section-II)	
10	Whether ITCC/STCC/P&L A/C for the required period are furnished	Yes/No
	(As per Clause – 7 of Section – II	
11	Validity: - Whether agreeable to OPTCL's terms or not.	Yes/No
	(As per Clause – 28 of Section – II)	
12	Xerox copy of valid contractor license (submitted)	Yes/No
13	Xerox copy of EPF registration No. (submitted)	Yes/No
14	Xerox copy of ESI registration No. (submitted)	Yes/No
15	Xerox copy of PAN card (submitted)	Yes/No
16	Xerox copy of VAT registration certificate (submitted)	Yes/No
17	Xerox copy of valid VAT clearance certificate (submitted)	Yes/No
18	Xerox copy of labour contract license, if any (submitted)	Yes/No

#### Date:

#### ANNEXURE – III (ABSTRACT OF PRICE COMPONENT (TO ACCOMPANY PRICE BID) SHOULD BE SEPARATE FOR EACH PACKAGE

1. Price Basic	F.O.R. Owner's Destination Stores
2. Nature of Price	FIRM
3. Service Tax(extra)	
4. Whether MODVAT benefit if any, has	Yes / No.
been fully passed on to the purchaser.	

Place: Signature of the Tenderer Date: with Seal of the Company

## PRICE SCHEDULE – IV FOR UPKEEPING AND CLEANING OF CONTROL ROOMS AND SURROUNDINGS AT VARIOUS GRID SUB-STATION

Sl.	Description of Work	Unit	Amount per
<b>No.</b> 1.	(A)	Ca Mtr	Month in Rs.
1.	(A) The Contractor will attend the following work:  1. Sweeping of entire control room twice per day & Office flooring once per day through out the month.	Sq. Mtr.	
	2. Cleaning of entire control room twice per day & Office flooring once per day with surf water and phenyl through out the month.		
	3. Cleaning of door and windows (Glass / wooden & window railings) everyday.		
	4. Cleaning of Telephones and apply of scented perfume as well as Computer, Fax machines etc. should be properly cleaned.		
	5. Spraying of perfumes in the control room.		
	6. Cleaning of fixtures, fitting light and fans, A/C machines covers and any other wall mounted fittings (such as single line diagram, Key boards, notice boards etc.)		
2.	(B) 1. Cleaning and sweeping once per day of outside control room area up to a distance of 10 Mtr. surrounding the control room along with uprooting grasses, weds wherever required.	Sq. Mtr.	
	2. Cutting of small bushes and trees.		
	3. Cleaning of approach road.		
3.	(C) 1. Cleaning twice per day of Bath rooms, Toilets Tiles / Floors along with adjacent area where-ever required, wash basin, toilet pan, urinal pans, mirror, soap stand, hangers etc. with apply of harpic, scented phenyl and other detergents.	Each	
	Napthalin balls and odonyl should regularly be supplied in the urinals once in a week.		
	All wash basins and sinks should be cleaned with Vim.		
	The water cooler tray should be cleaned with Vim etc.		
	Total:		

#### (FULL SIGNATURE OF THE CONTRACTOR WITH SEAL)

#### ANNEXURE – V PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

Ref:	Date:	Bank Guarantee No.	:
1.	In accordance with invitation to Bid No TRANSMISSION CORPORATION LTD. the Purchase of	(OPTCL) (hereinafter referr	red to as the OPTCL) for
			Address
			wish/wished to
	participate in the said tender and as a Bank	Guarantee for the sum of R	s (Rupees f 240 days (Two Hundred
	forty days) is required to be submitted by the	he Tenderer. We the	12 to days (1 wo Handroa
		(indicate	the name of Bank)
	(hereinafter referred to as 'the Bank')	at the request of M/S	
	(hereinafter referred to as Contractor(s) do and undertake to pay during the above sa Manager (Procurement) ODISHA POWER	aid period, on written reque	st by the Senior General
	An amount not exceeding Rs. guarantee would remain valid upto 04.00 P to this is required, the same will be a s	PM of (date) an be extended on receiving	d if any further extension instructions from the
2.	We the (indicate the Name of the Ba	do hereby, fur	ther undertake
	(indicate the Name of the Ba	ank)	
	to the pay the amounts due and payable a demand from the OPTCL stating that the art to or would be caused to or suffered by Contractor(s) of any of the terms or condit made on the Bank shall be conclusive as rethis guarantee. However, our liability und exceeding Rs	under this guarantee without mount claimed is due by way y the OPTCL by reason of ions or failure to perform said egards the amount due and pa	any demur, merely on a of loss or damage caused any breach by the said d Bid. Any such demand ayable by the Bank under
3.	We undertake to pay the OPTCL any madisputes so raised by the Contractor(s) / Subefore any Court or Tribunal relating there unequivocal. The payment so made by liability for payment there under and the Cofor making such payment.	applier(s) in any suit or proce eto, our liability under this pr us under this bond shall be	eding instituted / pending resent being absolute and a valid discharge of our
4.	We the (indicate the Name of the Bank)	further agree that the gua	arantee here in

	contained shall remain in full force and effect during the aforesaid period of 240 days (Two Hundred Forty days) and it shall continue to be so enforceable till all the dues to the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said (Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5.	We the further agree with the OPTCL that (indicate the Name of the Bank)
	(indicate the Name of the Bank) the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the 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 the OPTCL or any indulgence by the 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 effect of so relieving us.
6.	This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s).
7.	We lastly undertake not to revoke this (indicate the Name of the Bank)
	(indicate the Name of the Bank) guarantee during its currency except with the previous consent of the OPTCL in writing.
	Dated the Date of
Witne	ess: (with Signature, name and address)
	1.
	2.
	For
	(Indicate the name of Bank)

## $\frac{\text{ANNEXURE-VI}}{\text{PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND}}{\text{PERFORMANCE}}$

This Guarantee Bo	ond is executed this	day of	2014
by us the		Bank at	
P.O	P.S		
District	P.S. State		
constituted under the Electric successors and assigns ha	HA POWER TRANSMISSION ctricity Act, 2003 [hereinafter cas placed orders Nos	called "the OPTCL" which sDate	shall include its
	Supplier"] which shall include in the supplier has agreed to supplie has a suppl		
AND WHEREAS Security [2] to release 100	the OPTCL has agreed [1] to 60% payment of the cost of mate	erials as per the said agreem	ent and [3] to exempt
of the value of 10 % [ten	tee on furnishing by the Suppli percent] of the contract price o RE, in consideration of the OP	f the said agreement.	
from making payment of	Security [2] releasing 100% pa uarantee in terms of the said ag	yment to the Supplier and [	[3] to exempt from
	[Bank][hereinaf	fter referred to as "the Bank	
[Rupeesbe caused to or suffered b	PTCL an amount not exceeding against any by the OPTCL by reason of any ined, in the said agreement.	loss or damage caused to or	suffered by or would r [s] of any of the
the amount claimed is due any breach by the said Su by reason of the supplier shall be conclusive as reg	is guarantee without any demure by way of loss or damage cau applier [s] of any of the terms of a failure to perform the said a gards the amount due and payab arantee shall be restricted to an	used to or suffered by the Ol or conditions, contained in the greement. Any such demandale by the Bank under this go	PTCL by reason of ne said agreement or d made on the bank uarantee. However,
[Rupees			
3. We the	Bank} als	o undertake to pay to the O d by the supplier [s] in any	PTCL any money so suit or proceeding

instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier [s] shall have no claim against us for making such payment.
4 We, (
5. We,(Bank) further agree that the 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 agreement or to extend time of performance by the said Supplier [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said supplier [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and supplier [s].
7. We,[Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.
8. We the Bank further agree that this guarantee shall also be invokable at our place of business at Burla (indicate the name of the branch)in the state of ODISHA.
Not withstanding any thing contained here in.  1) Our liability under this bank guarantee shall not exceed Rs(Rupees).
2) The bank guarantee shall be valid up to dt
3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us atbranch at Burla a written claim or demand on or before dt
Dated Day of
For
For[Indicate the name of Bank]

Witness ((Signature, names & address)

2.

## ANNEXURE-VII BIDDER'S INFORMATION

SL.	The bidder shall furnish general information in the following format	
No.		
1	NAME OF THE BIDDER	
2	Address:-	
3	City	
4	Pin Code	
5	Contact person's Name :-	
6	Telephone No. office &	
	Residence:-	
7	FAX No:-	
8	EMAIL:-	
9	VAT/CST REGD. No:	
10	VAT CLEARANCE	
	CERTIFICATE	
11	Manufacturer certificate	
12	PAN NO.	

#### **ANNEXURE-VIII**

## CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE BY TENDERERS

1.	Central and State Government Undertakings	Exempted
2.	All other inside & outside state units.	The amount of
		EMD as specified
		in the
		specification
		/Tender Notice in
		shape of bank
		guarantee /DD.

#### NB: - REFUND OF E.M.D.

- [a] In case of unsuccessful tenderer, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification.
  - Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of ODISHA extends.
- [b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.

 $\underline{\text{SCHEDULE QUANTITY}}\\ \textbf{DETAILS OF GRID SUB STATION \& OFFICE FOR CLEANING AND UPKEEPMENT OF CONTROL ROOM /}$ OFFICE BUILDING, COURTYARD AND APPROACH ROAD ETC. AT DIFFERENT GRID S / S UNDER E.H.T. (O&M) CIRCLE, OPTCL, BURLA.

#### PACKAGE - I

Sl. No	Name of the location	Control Room/ Office building Area in Sq. Mtr.	Courtyard Area in Sq. Mtr.	Nos. of Toilets
(A) I	E.H.T. (O&M) Div., Burla.	<u>.</u>	<u>.                                      </u>	
1	E.H.T.(O&M) Divn. & Circle Office at Burla.	269.41	148.64	4 Nos.
2	132/33/11 Grid Sub-Station ., Brajrajnagar	492.37	912	3 Nos.
3	132/11 grid. Sub-Station, Jharsuguda.	436.63	92.9	2 Nos.
4.	132/33 grid. Sub-Station, Sambalpur.	457.74	139.35	4 Nos.
5.	132/33 grid. Sub-Station, Rairakhol.	529	418	4 Nos.
6.	220/132/33 grid. Sub-Station, Katapali.	557.4	139.35	2 Nos.
7.	220/132 grid Sub-Station, Budhipadar.	1046	4157	8 Nos.
(B) I	& M.R. Division, Burla.			
1.	E & M.R. Division & S/D Office at Burla	278.70	190.00	2 Nos.
2.	E & M.R. Sub-Division office at Bolangir.	99.40	743.20	

#### PACKAGE - II

Sl. No	Name of the location	Control Room/ Office building Area in Sq. Mtr.	Courtyard Area in Sq. Mtr.	Nos. of Toilets	
(C) I	(C) E.H.T. (O&M) Division, Rourkela.				
1.	E.H.T. (O&M) Division at Rourkela.	139.35	65.03	2 Nos.	
2.	132/33KV Grid S/S, Rourkela & IB at Hirakud Colony.	636.83	209.95	4 Nos.	
3.	220/132 KV Grid Sub-Station, Tarkera.	464.50	464.50	2 Nos.	
4.	132/33 KV Grid Sub-Station, Chhend & IB	680.03	699.72	6 Nos.	
5.	132/33 KV Grid Sub-Station, Sundargarh.	415.26	92.9	2 Nos.	
6.	220/33 KV Grid Sub-Station, Barkote.	1244.40	11.62	4 Nos.	

7.	132/33 KV Grid Sub-Station, Rajgangpur.	185.80	585.27	2 Nos.
(D) E & M.R. Division, Rourkela.				
1.	E & M.R. Division, Office, Rourkela.	222.96	-	6 Nos.
2.	Zonal IT Centre, Chhend, Rourkela	40.14	50.94	1 No.

#### PACKAGE - III

Sl. No	Name of the location	Control Room/ Office building Area in Sq. Mtr.	Courtyard Area in Sq. Mtr.	Nos. of Toilets	
(E) I	(E) E.H.T. (O&M) Division, Bolangir.				
1.	132/33 KV Grid Sub-Station, Bargarh.	331.00	1271.95	4 Nos.	
2.	132/33 KV Grid Sub-Station, Bolangir.	434.98	846.97	2 Nos.	
3.	132/33 KV Grid Sub-Station, Sonepur	564.78	97.96	5 Nos.	
4.	132/33 KV Grid Sub-Station, Patnagarh	716.72	55.98	5 Nos.	
5.	Division Office at Bolangir.	151.94	449.82	2 Nos.	
6.	220/132/33 KV Grid Sub-Station, Sadeipali	601.00	764.00	2 Nos.	
7.	132/33 KV Grid Sub-Station, Barpali	498.00	460.00	6 Nos.	