



**STATE LOAD DESPATCH CENTER
OFFICE OF THE CHIEF LOAD DESPATCHER, SLDC
MANCHESWAR RAILWAY COLONY, BHUBANESWAR
CIN - U40102OR2004SGC007553**

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. 01 /2017-18

**CLEANING, UPKEEPING AND SANITATION WORKS OF OFFICE OF CHIEF LOAD
DESPATCHER, SLDC, OPTCL, MANCHESWAR RAILWAY COLONY, BHUBANESWAR.**

Cost of tender paper Rs.4000/- + 5% VAT=Rs.4,200/-

(Rupees Four thousand Two hundred only)

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TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. 01/2017-18
OF CHIEF LOAD DESPATCHER, SLDC , BHUBANESWAR.

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| 1. | SECTION-I | Instruction to tenderers. |
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| 8. | Price of tender document | Rs.4000/-+ 5 % VAT = Rs.4,200/
(Rupees Four thousand Two hundred only)
By Cash/Bank draft drawn in favour of “Power System, OPTCL, Bhubaneswar” payable at Bhubaneswar. (Non-Refundable) |
| 9. | COMMENCEMENT OF SALE OF TENDER PAPER. | 17.04.17 (10 AM onwards) |
| 10. | LAST DATE OF SALE OF TENDER PAPER. | 11.05.17 (Up to 5 P.M.) |
| 11. | LAST DATE & TIME OF RECEIPT OF TENDER PAPER. | 11.05.17 (Up to 5 P.M.) |
| 12. | DATE & TIME OF OPENING OF TENDER. | 12.05.17 at 11.30 A.M. |

DISCLAIMER

Though adequate care has been taken for preparation of this document, the bidder shall satisfy himself that the document is complete in all respect. Intimation of any discrepancy shall be given to this office immediately.

The State Load Despatch Centre (SLDC) reserves the right to modify, amend or supplement or cancel this document.

Some company / firm names have been mentioned only to provide a sense of standard and not to show preference and prejudice.

SECTION -I

INSTRUCTION TO TENDERERS

1. Sealed tenders under two part bidding system are invited from registered service providers in duplicate duly superscribed as "TENDER AGAINST TENDER NOTICE No.01/2017-18 for the work "**CLEANING, UPKEEPING AND SANITATION WORKS OF OFFICE OF CHIEF LOAD DESPATCHER, SLDC**" as per the technical specification enclosed which should be received in this office on or before 5.00 P.M. Dt. 11.05.2017 and the same shall be opened on dt. 12.05.2017 at 11.30 AM in presence of the tenderers or their authorized agents. Tenders received after 5.00 P.M on dt. 11.05.2017 will not be accepted since the tender box will be closed at 5.00 P.M. Bidders having previous experience may be given preference. The bidders must be registered in the central excise department and must possess valid Service Tax registration certificate, EPF registration certificate & ESI registration certificate with independent code no. Firms banned/ blacklisted for business dealings by any organization are not eligible to participate in the tender. Participation in the tender by suppression of the fact shall invite penal action, whenever detected.
2. Tenders shall be submitted in duplicate signed in each page by the tenderer /authorized signatory in a sealed cover envelope addressed to the **CHIEF LOAD DESPATCHER, SLDC, MANCHESWAR RAILWAY COLONY, BHUBANESWAR-17**. All documents submitted along with the tender must be signed and certified by the bidder/authorized signatory of the bidder.
3. No telegraphic tenders/forwarding by FAX will be accepted.
4. This office will not be responsible for non-receipt/late receipt of the tender documents due to postal delay.
5. The tenders shall be furnished strictly as per the terms and conditions of the tender specification. Incomplete tenders will be rejected.
6. **The Authority may alter the quantum of work at the time of placing orders. Orders may also be split up among more than one bidders depending upon necessity & urgency in order to get better service.**
7. Only those, who have purchased the tender specification from this office by their name/Firm's name or downloaded the tender papers from **SLDC/OPTCL** website and

submitted the same along with cost of tender paper i.e. Rs. 4,200.00 (Rs.4,000 + 5% VAT) in shape of cash / Bank Draft in favour of “Power System, OPTCL, Bhubaneswar “ can submit their tender. Tenders submitted otherwise will be rejected.

8. Tenders will be submitted in person/by registered post with A. D. Tenders submitted by any other means shall not be accepted. Postal delay shall not be considered. Tenders received after due date and time shall be returned un-opened.

9.

(i) The tender shall be accompanied with Earnest Money of **Rs 9000/-** (Rupees Nine thousand) in shape of Bank Draft in favour of “Power System, OPTCL”, Payable at BHUBANESWAR without which their tender shall be rejected. Cheques will not be accepted.

(ii) No interest shall be paid on E.M.D and shall be returned to the bidder after finalization of the tender.

10. The authority reserves the right to reject the lowest or any other tender or all tender without assigning any reason what-so-ever.

11. Offers should be neatly typed without any overwriting and corrections. In case of any correction, the same should be authenticated with signature of the authorized person.

12. In the event of discrepancy or arithmetical error in the bid, the decision of the purchaser shall be final and binding on the tenderer.

13. For evaluation, the price mentioned in words shall be taken, if there is any difference in figure and words in the price bid. However the decision of the purchaser shall be final and binding on the tenderer.

14. Conditional tender shall not be accepted and no discount other than the quoted price will be allowed as mentioned in the original offer.

15. The tenderers are advised to visit the site and make themselves acquainted with the site conditions before submission of tender.

16. Any change or amendment to the tender specification, terms & condition will be displayed in the SLDC website www.sldcorissa.org.in. The tenderers are required to visit the website before submission of bids.

Chief Load Despatcher
SLDC, Bhubaneswar.

(SECTION-II)

GENERAL CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATION

1. SCOPE OF CONTRACT : The job covers up keeping, cleaning, sanitation of rooms corridors, toilets, urinals, wash basins, floor areas, furniture , office equipments, doors, windows, walls, roofs, staircases, and surrounding areas of SLDC premises under contract . The contractor has to arrange all required man and materials at his own cost to complete the above mentioned job. The scope of work is variable from time to time within the contract period. Such variations, i.e. any addition/ deletion of areas, units of cleaning will be intimated to the contractor from time to time. For such variations the contractor shall immediately arrange to take up the work as per price at which order is placed.

2. DETAILS OF THE JOBS TO BE TAKEN UP WITH SUPPLY OF ALL REQUIRED MATERIAL:

JOB TO BE UNDERTAKEN ARE:-

A) Room / Floor Area Cleaning.

- (i) Sweeping of entire flooring of SLDC Building (as per the Section-III) once per day throughout the month.
- (ii) Cleaning of entire flooring of SLDC building (as per the Section-III) twice daily with detergent and phenyl of Doctor/ Nimyle brand throughout the month & spraying of room fresher (Premium/ Airwick make) as per requirement.
- (iii) Cleaning of doors, windows (Glass /Wooden), window railings, all furniture including Computer Table, White Board and Chairs with colin & markin cloth once per day throughout the month.
- (iv) Cleaning of Officers' Lounge, making the bed, cleaning of Sofa set along with centre table with good quality cleaning spray twice a day throughout the month.
- (v) Cleaning of Telephone sets, outer cover of photocopiers, A/c machine covers, fixtures, fitting Light & fans & any other wall mounted fittings (such as single line diagram, key boards, notice boards etc.)on daily basis.
- (vi) De-Dusting of the walls, ceilings. Rooms to be made free from cob webs.

B) Bath Room / Toilet Cleaning:-

- (i) Cleaning, washing and De-staining of the floors of bath rooms, toilets, urinals, wash basins, mirrors, shelves, hangers, soap stands, water taps with

- application of good quality toilet cleaner such as Harpic / scented phenyl of Doctor/ Nimyle brand twice a day throughout the month.
- (ii) Deodorant cakes / Naphthalene balls to be placed in wash basins, urinals, which are to be available all the time.
 - (iii) Bath rooms, toilets and wash areas to be made free from cobwebs.

C) Surrounding and other Areas:-

- (i) Surrounding areas (Inside SLDC premises) including roads, paths and parking areas to be cleaned every-day.
- (ii) Overgrowth of grass and shrubs to be cut and cleared daily at the open space and surrounding areas of SLDC campus.
- (iii) Daily collection of all dry leaves, garbage and disposal as per instruction of Officer-in Charge.

D) Any other work not mentioned above but required to be done, to keep the entire premises clean, as per the instruction of Officer-In-Charge.

For pricing purpose, each Western/Indian toilet shall be counted as one unit, **Urinals:** Two nos. of pans as one unit and **Wash basins:** Four numbers as one unit.

3. SUBMISSION OF TENDER:-

The tenders shall be submitted in two parts i.e. "Part-I" for "**EMD & Techno-Commercial Bid**" & "Part-II" for "**Price Bid**" in sealed cover. All the sealed covers for Part-I and Part-II should be enclosed in a single cover which should be clearly superscribed as "TENDER AGAINST TENDER NOTICE No.01/2017-18 for the work **CLEANING, UPKEEPING AND SANITATION WORKS OF OFFICE OF CHIEF LOAD DESPATCHER, SLDC, OPTCL**". The tenders which are incomplete, conditional, without necessary EMD or containing inadequate information shall be rejected.

Part-I EMD & Techno-Commercial Bid:-

To be submitted in a sealed cover marked as "EMD & Techno-Commercial Bid" should contain the following:-

- (a) Attested copy of experience of having successfully executed work pertaining to sanitation / Cleaning / House Keeping under Govt. Organisations / PSUs / Govt. Autonomous bodies / Public Limited Companies during last 3 years.
- (b) Attested copy of Service Tax registration certificate.
- (c) Attested copy of ESI registration.
- (d) Attested copy of EPF registration.
- (e) Copy of the IT return filed for the last two financial years.
- (f) Audited Accounts for last two (2) years, duly audited by a Chartered Accountant.

- (g) If organized as a company, resolution for signing and applying to this tender and copies of Memorandum and Articles of Association must also be enclosed.
- (h) Annexure I, II, III & IV duly filled, signed and stamped in by the authorised signatory of the tenderer.
- (i) All the terms and conditions of the tender (except the price schedule) duly signed in and stamped in (on all pages) by the authorised signatory of the tenderer.

In absence of the above required documents, the tender shall be liable for disqualification; SLDC reserves the right to disqualify any tenderer on the basis of past poor performance.

If required, tenderer shall submit original certificates on demand which will be returned after due verification. If any of the above document(s) submitted by the tenderer is (are) found incorrect during the process of tendering / or afterwards, then their Tender / Job contract order shall be cancelled, Earnest Money Deposit / Security Deposit shall be forfeited and action deemed fit shall be taken against the defaulter.

- (j) **EARNEST MONEY DEPOSIT**:- The tenderers are required to submit EMD amount of Rs.9000.00 (Rupees Nine Thousand) only by Demand Draft from any Nationalised Bank drawn in favour of "Power System, OPTCL" payable at Bhubaneswar along with techno-commercial bid. The submitted EMD may be adjusted against Security Deposit in case of successful bidder and refunded to unsuccessful bidders after finalisation of tender. No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount. Earnest Money will be forfeited if the Tenderer fails to accept the letter of intent / work order issued in their favour and such tenderers shall not be allowed to participate in any future tender for a period of five years. Tenders not accompanied by Earnest Money shall be summarily rejected.

Part-II:- Price Bid.

- (a) The tenderers should go through the full tender document. By submitting a tender for the above contract, a tenderer will be deemed to have satisfied himself by actual inspection of the site & locality of the work and that the rates quoted by him in the tender will be adequate to execute such contract according to scope of the contract, statutory compliance and conditions attached there to. Based on all the above, the tenderers should quote for the items given in the Price Schedule i.e, **Annexure-I**. The rates quoted shall include labour, cost of consumables, cost of sanitation materials, equipment, tools and tackles, all taxes, (including service taxes on labour charges and like components) all statutory dues, cess as applicable, duties and liabilities of every description and all risks of every kind to be taken in and all other charges necessary for execution of the work. The rates quoted shall remain firm during the contract period.
- (b) Tenderers are required to quote their rates in English both in figures and words.
- (c) In case of mismatch of quoted rates indicated in words and figures, the amount quoted in words shall be considered for evaluation of the tender. In case of mismatch

between gross total amount and amount arrived on the basis of unit rates; the later shall be taken into consideration.

- (d) Over writing should be avoided.
- (e) Erasures and other changes shall bear the dated initial of the person signing the tender.
- (f) **Tender will be finalized with the total price of all the items (not on basis of individual item rate).**

4. PROCEDURE & OPENING TIME OF TENDERS:-

Tenders (Part-I containing Techno-Commercial Bid and EMD) will be opened in the office of CLD, SLDC on dated 12.05.2017 at 11.30 AM in presence of Tenderers or their authorized representatives limited to one person only. The Techno Commercial bid shall be evaluated first. The date of opening of price bid shall be intimated at a later date to Techno-Commercially qualified bidders.

5. EVALUATION OF PRICE BIDS:-

- (i) Order on the firm will be placed on the basis of L1 evaluated price(i.e. on total price) and, if required negotiations will be held with L1 bidder only. However SLDC reserves the right to split up the orders among bidders on individual merits of the bidders, if the situation so warrants, in the interest of SLDC. All the bidders may be required to explain / justify the basis of their quoted rates as and when asked for. In case, any bidder fails to justify his quoted rates or refuses to co-operate in this regard, they will not be considered for participating in the tendering with forfeiture of EMD and will not be allowed to participate in any future tender for a period of (5) five years.
- (ii) If a tenderer quotes unworkable rates and is considered for placement of job contract order, the tenderer will be asked to justify the rate quoted and will have to give Performance Guarantee Bond (in addition to the Security Deposits) in the form of Bank Draft / Pay Order. The amount of performance Guarantee bond will be decided by OPTCL at the time of placement of order. Earnest Money of the tenderers who refuse to give performance Guarantee Bond will be forfeited and they will not be allowed to participate in any future tender for a period of (5) five years.

6. NATURE OF PRICE :

The price is firm inclusive of all taxes and duties except service tax for the period of contract. Under no circumstances extra price can be claimed by the contractor during the period of contract even if there is any hike in minimum wage from time to time by Govt. of Odisha. Service tax will be paid extra as applicable.

7. CONTRACT PERIOD:

The Contract period of the above work will be normally for two years from the date of commencement of the work.

8. STATUTORY COMPLIANCE

- (i) On award of contract in favour of the firm ,the firm is required to submit license from Labour Department / Govt. authority under the contract labour (R&A) Act.1970.

- (ii) The Contractor shall comply with the provisions of The Employees' Provident Fund and miscellaneous Provisions Act 1952 and The Employees' State Insurance Act 1948. The Contractor shall deposit Employees and Employer's contribution with the appropriate authority every month regularly in respect of the Manpower deployed by him in his own PF/ESI code number. The same shall be made available to the officer-in-charge/paying officer for checking.
- (iii) The Contractor shall also comply with the provisions of The Payment of Wages Act 1936, The Minimum Wages Act 1948, The Employers Liability Act 1938, The Workmen's Compensation Act 1923, The Industrial Dispute Act 1947, The Maternity Benefit Act 1961. The child labour (Prohibition & regulation) Act 1986, The contract Labour (Regulation & Abolition) Act.1970 or any modifications thereof or any other law relating thereto and rules made there-under from time to time.
- (iv) No person below 18 years will be engaged.
- (v) The Contractor will take insurance policies for sufficient amount to cover him self against third party risks and keep SLDC indemnified and continuously keep indemnified during subsistence of contract.
- (vi) The Contractor shall recruit his own staff for the contract work. The Contractors staff will not be treated as SLDC staff for any purpose whatsoever and facilities/benefits applicable to SLDC staff will not be applicable to Contractor's employees. The Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly for carrying out of the above job. If due to any reason whatsoever SLDC is made liable to meet any obligation under any of the said laws and enactment's etc. the same shall be recovered from the Security Deposit of the Contractor with SLDC or from the bills payable to him or failing which it shall be recovered as per law.
- (vii) It is made clear that the Contractor shall have PF Account No allotted by RPF and extend PF benefits as provided under EPF Scheme 1952 to all his employees. He shall also allow ESI benefits to all his employees.
- (viii) The Contractor shall not pay less than minimum wages to the workmen notified by Govt. of ODISHA from time to time under the minimum wages Act and Rules.
- (ix) Payment to the workmen deployed by the Contractor shall be disbursed before 7th day of succeeding month to their respective Bank Accounts of the deployed persons and receipt of wages from the deployed persons to be enclosed with the bill for release of payment. The bills in triplicate may be submitted to the Officer-in-Charge.
- (x) Any Failure by the SLDC at any time to enforce or to apply strictly any of the terms and conditions of contract, or to exercise a right hereunder shall not constitute a waiver of such terms and conditions or rights and shall not affect

or impair the same or the right of the SLDC at any time to avail itself of the same.

9. PAYING AUTHORITY : D.D.O, SLDC is the paying authority.

10. SUPERVISING OFFICER :

An officer designated by CLD, SLDC will be the supervising officer for the work.

11. TERMS OF PAYMENT : 100% payment shall be released on monthly basis by the paying officer after deduction of statutory taxes and duties upon presentation of bills in triplicate and due certification by the supervising officer about satisfactory performance & furnishing of supporting documents by the Firms towards payment of salary & other dues to their workmen up to the previous months, engaged for cleaning. The proof of payment of service tax to be submitted to the paying officer, otherwise the next payment shall not be released.

- (i) The Contractor shall submit the monthly Cleaning and sanitation bills along with satisfactory performance certificates (which will be certified by the designated officer of SLDC) within 15th day of the following month to the Officer-in-charge for payment alongwith the labour payment sheet, deployment chart and other documents related to statutory dues.
- (ii) All the statutory dues shall be deducted from running bills at the rate ruling at the time of payment of the bills. The Contractor is required to submit PF deposit Challan & ESI deposit Challan of preceding month along with monthly bills. If the same is not submitted, the bill shall not be released.
- (iii) Payment after statutory deductions and other deductions like taxes as applicable, duties, penalties, security deposit etc. shall be released after due certification of the bills by the Officer-in-Charge. Payment shall be made to the Contractor or his authorized representative in shape of crossed A/c Payee cheque in the name of the firm.
- (iv) In case of any complaint of non-fulfillment of any obligation under the contract, the Officer-in-Charge reserves the right to withheld payments due to the Contractor.

12. REGISTRATION CERTIFICATE : The Contractor has to furnish the copy of the PAN, TIN & SERVICE TAX REGISTRATION of the firm and also the VAT clearance certificates in the name of the firm prior to execution of Agreement with the Paying Officer for the above work. All applicable taxes will be deducted as per statutory/ OPTCL's rules. Attested Xerox copies of contract labour license in respect of engagement of labourers for cleaning purpose must be submitted within one month from the issue of work order failing which payment against monthly bill will not be released by the Paying Officer.

13. SUPERVISION OF THE WORK/ DEPLOYMENT OF PERSONNEL:

- (i) The supervision of the above work shall be done by the contractor himself or should make suitable arrangement for proper supervision of day to day work. The Officer-In-Charge will cross check the services on sample basis and may impose penalty for any negligence.
- (ii) The contractor should arrange another person to take up the work in case of absence of the deployed person and ensure the availability of required materials at all the time.
- (iii) The Contractor shall be responsible for engagement of required number of trained persons having uniforms and ID Cards for above work.
- (iv) Minimum persons to be deployed as per the following Yard-stick
Inside Building
Upto 500 sq.mtr. – 2 persons
Upto 1000 sq.mtr. – 3 persons
Above 1000 sq.mtr. – 4 persons

14. RESPONSIBILITY OF THE CONTRACTOR FOR THE DEPLOYED PERSONNEL.

- (i) It is the prime responsibility of the contractor to ensure that the labours engaged get their wages in time as per the minimum wages rules of Govt. of Odisha , i.e. at the end of each. Month / within a week of the succeeding month without waiting for the release of Payments from SLDC. The person deployed by the agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- (ii) It is the contractors' prime responsibility to ensure deposit of monthly EPF and ESI contribution in respect of all deployed personnel for the total period of engagement, in each month and furnish a copy of such deposit, quarterly to the paying officer for scrutiny and record.
- (iii) All statutory Liabilities as per prevailing Govt. rules, workman compensation, if any shall be borne by the contractor . SLDC should not have any liability what so ever in this regard and also contractor cannot have right for any claim in this regard.
- (iv) A neatly typed address with a recent photo of the deployed personnel is to be submitted to the officer in charge for record and permitting deployed personnel with a valid entry pass in the office premises.
- (v) The contractor should ensure that for any replacement / substitute of the deployed personnel, the authority is being intimated with full details for getting issued a gate pass in favour of the new personnel duly surrendering the earlier pass.
- (vi) The contractor is fully responsible for any accident (General/ Electrical)/ Hazards met by the deployed personnel during execution of the contract. Also

it is the responsibility of the contractor for any compensation arising out of above mentioned accidents and to be disposed off by the contractor . as per the prevailing Labour Act, Odisha having no financial burden on SLDC/ OPTCL.

- (vii) On receipt of complaint against any deployed personnel for not discharging his duty properly or regularly, contractor should act upon the complaint immediately and should replace with suitable substitute at the earliest and during such time it should also be seen that the routine work is not hampered in any way.
- (viii) Notwithstanding anything mentioned in the Tender specification or the subsequent approval of acceptance by the owner, the ultimate responsibility for satisfactory performance shall rest with the contractor.
- (ix) It should be noted that the job is being taken up purely on outsource basis and the personnel deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the Authority of SLDC/OPTCL under the provision of rules and Acts. **Undertaking from the person deployed to this effect shall be required to be submitted by the Bidder/ Agency.**
- (x) SLDC shall not be held responsible for any unrest caused by the above persons on account of their engagement by the Contractor. During any unrest if any equipment or asset of SLDC is damaged by irate workmen, the same shall be recovered from the contractor / his pending bills, if any.
- (xi) The Contractor shall be responsible for the proper behavior of all the persons engaged by them and shall exercise proper degree of control over them.
- (xii) Any person not found suitable for above work must be replaced by the Contractor forthwith without affecting the normal work.
- (xiii) The persons engaged by the Contractor should be free from all communicable disease and any health hazards. It is responsibility of Contractor to ensure that the persons deployed for above work should not be under influence of liquor or other addictions while at work.
- (xiv) The contractor shall maintain the attendance registers for the deployed persons, which will be periodically checked by the Officer-in-Charge.

15. MANNER OF EXECUTION:

- (i) The regular up keep, cleaning and sanitation works should be completed in all respect strictly by 9.00 A.M. in the morning and between 1:30 PM to 02:30 PM daily. Unless emergency arises no such work should be taken up during office working hours to avoid any disturbance in office work. Besides, the cleaning and the sanitation service should also be available on holidays.
- (ii) Adequate and proper personnel as required should be arranged during any emergency apart from the regular personnel available. It should also be ensured that the working personnel are immediately available for attending any emergency cleaning.
- (iii) One complaint register is to be maintained by the contractor for taking individual feedback. It is the responsibility of the contractor to maintain the attendance register of the personnel deployed which shall be checked by the officer in charge. A deployment chart of personnel with their detailed address is to be furnished by the contractor to the concerned supervising officer every month.
- (iv) The work should be executed to the full satisfaction of the SLDC authorities and strictly as per the direction laid out in the tender specification / work order / instruction of officer in charge. Any substandard work noticed / negligence in discharging the entrusted work and receipt of such complaint, immediate action should be taken up . In case of non responsiveness to the correspondences of officer in charge /paying officer/ supervising officer in this regard, the agreement may be liable for cancellation and forfeiture of security deposit thereof.

16.SUPPLY OF MATERIAL: All required materials to be used for cleaning and up keeping of office sanitation and day to day maintenance shall be supplied by the contractor 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 supervising officer. 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.

17.LANGUAGE AND MEASURES: All correspondence shall be written in English Language. The metric system of measurement shall be used exclusively in this contract.

18.RIGHT TO REJECT/ TERMINATE THE CONTRACT :

- (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 SLDC authorities, the contract for the entire work shall be terminated on serving one month's notice from SLDC's side.**
- (iii) Management reserves the right to terminate the contract without assigning any reason thereof at any time during subsistence of contract by giving 30 days notice of its intention to do so. In the event of any such termination of the contract the Contractor shall be paid for all the work executed.

19. CONTRACTOR'S DEFAULT LIABILITY:

The Owner may, upon written notice of default to the contractor, terminate the contract in circumstances detailed hereunder.

If in the judgment 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.

If in the judgment of the owner the contractor fails to comply with the provisions of this contract.

20. FORCE MEASURE :

The contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force measure such as acts of Gods, acts of public enemy, acts of Govt, Fires, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the contractor shall within 10 days from the beginning of such delay notify the owner in writing for cause of delay, upon which the owner shall verify the facts and grant such extension as facts justify.

21. 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/supervising officer shall be responsible for supervision of works.

22. SECURITY DEPOSIT FOR CONTRACT PERFORMANCE

- (i) The bidders are requested to submit Security Deposit @10% of Annual Contract value for a period of 27 months from the date of execution of work order in shape of demand draft/ B.G. drawn in favour of "Power System, OPTCL," payable at Bhubaneswar within 15 days on receipt of Letter Of Intent or Work Order. The B.G. Format shall be supplied by SLDC.
- (ii) No interest is payable on any kind of Security deposit.
- (iii) The security deposit shall be refunded only after successful execution of contract and after adjustment of any dues.
- (iv) Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the SLDC shall be entitled to recover such sum of appropriating in part or whole from the Security Deposit of the Contractor. In the event of the Security Deposit being insufficient, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there after may fall due. The Contractor shall pay to the SLDC on demand any balance remaining due.
- (v) In the event of any breach of the terms of the contract by the Contractor which in the opinion of the SLDC has arisen, the decision of Sr GM (PS) ,SLDC shall be final and binding on the Contractor.

23. PENALTY:

Management reserves the right to impose Penalty for failure to render service or violation of the contract as under:

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| (i) If any part of the cleaning work as detailed in Annexure-I is not done properly with respect to each category on any day/days and not as per the Standard stipulated. | The payment for that day/days for that category/categories will be treated as penalty |
| (ii) Negligence to provide Deodorant cakes, Naphthalene Balls, spraying the room fresheners & use of phenyl. | Rs.500/- for each occasion of detection. |
| (iii) Non-dumping of wastes in proper place. | Rs.500/- for each occasion of detection. |
| (iv) Delayed Service affecting normal office work. | Rs.2,000/- for each occasion of detection. |

The unsatisfactory performance for a period of continuous two months will be liable for termination of contract with forfeiture of security deposit/ BG.

24. SUBLETTING:-

The work shall not in any manner or degree be sublet

25. OFFICER-IN-CHARGE

Asst. to CLD or his authorized representative is the Officer-in-Charge.

26. VALIDITY & PERIOD OF CONTRACT

The 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. The successful bidder will be awarded with contract for a period of **2 years** to be reckoned from the actual date of execution of agreement with same price and conditions, which may be extendable for a further period as mutually agreed on, on the same terms and conditions basing on the performance of the Contractor.

27. RECOVERY FROM THE CONTRACTOR :

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

28. JURISDICTION OF COURT :

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

If awarded the contractor has to acknowledge acceptance of the work order within 07 (seven) days from the date of issue as a token of acceptance and consent to carry out the work as per the terms and condition laid as in work order/ tender specification with an understanding of the literally meaning of all the terms of conditions in the LOI & Tender specification and submit the required Bank Guarantee within 15 days (fifteen) from the date of issue of this work order.

29. OUTRIGHT REJECTION OF TENDERS:-

The tenders shall be liable for outright rejection if the following have not been complied.

- (i) Tenderers should have purchased the tender specification from the office of the CLD, SLDC, Bhubaneswar in his Firm's name or downloaded the tender papers from **SLDC/OPTCL** website and submitted the same along with cost of tender paper .
- (ii) Tenders shall be submitted in person or by Registered post with A.D. and received before the time fixed for receipt of tender.
- (iii) Tenders shall not be submitted telegraphically or by FAX.
- (iv) Tenders shall be accompanied with the prescribed Earnest Money Deposit.
- (v) Tenders shall be kept valid for a minimum of 180 days from the date of opening of the tender.
- (vi) Tenders shall be accompanied with clear valid attested Xerox copy of VAT registration & clearance certificate, PAN card, service tax registration (if applicable), EPF and ESI registration certificate which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
- (vii) The contractor has to submit Labour Contract License along with the tender.
- (viii) The tender shall not be conditional .
- (ix) Tenders shall be submitted in duplicate .

Chief Load Despatcher
SLDC,Bhubaneswar .

SECTION -III
SCHEDULE OF QUANTITY

OFFICE OF THE CHIEF LOAD DESPATCHER, SLDC, BHUBANESWAR .

SL No	Name of the Office	Area of Operation					
		Cleaning Area of SLDC building/ office in Sq mtr	Cleaning of outside SLDC Building area & road in Sq mtr	Cleaning of toilet in Nos.			
		A	B				C
	SLDC			Toilet (W/I) in Nos.	Wash Basin in nos.	Urinal Pan in nos.	Total no. of units .
1	1 ST FLOOR	765		6	6	7	
2	2 ND FLOOR	445		6	7	4	
3	Outside Area		2200				
	Total	1210	2200	12	13	11	21

N.B.: Each W/I toilet has been taken as 1 unit , 2 urinal pans as 1 unit & 4 wash basins as 1 unit

CHIEF LOAD DESPATCHER
SLDC, OPTCL.

ANNEXURE-I
PRICE SCHEDULE

Sl No	Description of Work	Unit	Qty	Rate/ Unit per month in Rs	Total Amount per month in Rs
1	Cleaning of SLDC Building(Inside area) Section-III (A)	Sq. Mtr	1210		
2	Cleaning of adjacent area of SLDC, road, parking area as per scope of work in Section-III (B)	Sq. Mtr	2200		
3	Cleaning of toilet & Wash basins as per scope of work in Section-III (C)	Units	21		
4	Sub-Total of item 1 to 3				
5	Taxes if any	Rs			
6	GRAND TOTAL OF SL NO. 4+5 (In Figure)	Rs			
7	GRAND TOTAL OF SL NO. 4+5 (In Words)	Rupees			

Date:

Signature of the Bidder Authorized Signatory

Annexure-II

ABSTRACT OF TERMS & CONDITIONS.

(To be furnished by the Tenderer)

- | | | |
|-----|---|---|
| 1. | Name of the work :- | CLEANING, UPKEEPING AND SANITATION WORKS OF
O/O CLD, SLDC, OPTCL, BHUBANESWAR. |
| 2. | Name of the Contractor
& address :- | |
| 3. | Earnest Money deposited
vide Draft No. _____ Dt. _____ Amount
(Rupees _____) only. | |
| 4. | Attested copy of Pan No :- | Furnished/Not furnished |
| 5. | Attested copy of VAT /ESI/PF
Registration certificate/Service
Tax registration certificate as
applicable :- | Furnished/Not furnished |
| 6. | Copy of the IT return filed for
the last two financial years. | Furnished/Not furnished |
| 7. | Audited Accounts for last two (2) years,
duly audited by a Chartered Accountant. | Furnished/Not furnished |
| 8. | Agreed to furnish security
deposit-Cum-Performance
guarantee as per terms of
tender :- | Yes/No |
| 9. | Agreed to adhere completion
of work as per the contract :- | Yes/No |
| 10. | Agreed to accept payment
terms as per the tender | Yes/No. |
| 11. | Agreed to accept penalty clause
as per the tender :- | Yes/No |
| 12. | Attach past experience certificate
for the similar job in OSEB/Gridco/OPTCL
or any other Agencies. | Yes/No |
| 13. | Agreed to keep validity of the
tender for 180 days from the date
of opening of tender without any
variation in the tender clause | Yes/No |
| 14. | Agreed to obtain labour contract
license on event of work order from
the competent authority :- | Yes/No. |
| 15. | Submitted tender in duplicate | Yes/No. |
| 16. | Agreed to all terms & conditions
of the tender specifications. | Yes/No. |

Date :-

Signature of tenderer with seal

ANNEXURE-III

(PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE)

This Guarantee Bond is executed this day of 20 by us the (Bank) at..... P.O.....P.S..... Dist..... State.....

WHEREAS THE STATE LOAD DESPATCH CENTRE (herein after called "the SLDC"), an unit of ODISHA POWER TRANSMISSION CORPORATION LTD., a corporate body constituted under the Company Act, 1956 (herein after called "the OPTCL") has placed orders No..... Dt on M/s(hereinafter called "The Contractor") for supply of materials and perform the job AND WHEREAS the Contractor has agreed to supply the materials and perform the job at SLDC, OPTCL in terms of the said contract, AND WHEREAS the SLDC, OPTCL has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the SLDC, OPTCL a Composite Bank Guarantee of 10% (ten percent) of the contract value in force of the said contract.

NOW THEREFORE in consideration of the SLDC, OPTCL having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor and (3) to exempt from furnishing performance guarantee in terms of the said contract as aforesaid, we, the (Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the SLDC, OPTCL an amount not exceeding Rs (Rupees) against any loss or damage caused to or suffered by or would be caused to or suffered by the SLDC, OPTCL by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract.

We (the Bank.....) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SLDC, OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the SLDC, OPTCL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor's failure to perform the said contract. 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.....).

We (the Bank.....) also undertake to pay to the SLDC, 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 unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

We (the Bank.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be so enforceable till all the dues of the SLDC, OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, ODISHA Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract 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 in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

We (the Bank.....) further agree that the SLDC, 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 Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the SLDC, OPTCL or any indulgence by the SLDC, 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 provisions have effect of so relieving us.

This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and the contractor.

We (the Bank.....) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SLDC, OPTCL in writing.

We (the Bank.....) further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the state of ODISHA.

Dated at.....the.....day of.....Two thousand.....

For.....

(Indicate the name of the Bank)

Witness:

- 1.
- 2.

NOTE FOR TENDERERS:

- The B.G. is to be furnished in Non-judicial Stamp paper of Rs.50/- as applicable as per ODISHA Stamp Duty Act. from any Nationalized Bank.
- The stamp paper must be purchased in the name of the Bank issuing BG.

ANNEXURE-IV

DECLARATION FORM

To

THE CHIEF LOAD DESPATCHER,
STATE LOAD DESPATCH CENTER,
MANCHESWAR RAIL WAY COLONY,
BHUBANESWAR-17

Sir,

1. Having examined the above specification together with tender conditions referred to therein. I/We the undersigned hereby declare that the prices / rates quoted by us shall remain firm during subsistence of contract & shall not be subject to any escalation and the quoted rates shall be deemed to include and cover all costs, expenses & liabilities of every description and all risks of every kind to be taken up for execution and completion of work.
2. I/We undertake to abide by all the terms & conditions of the tender / job contract scrupulously.
3. I/We hereby guarantee the particulars given in the tender supported with necessary documents from concerned authorities.
4. In the event of Job contract order being decided in my/ our favour, I/ We agree to furnish the Security Deposit and performance guarantee bond in the manner acceptable to SLDC, OPTCL and for the sum as applicable to me/us as per Clause-22 (i) and 5 (ii) of G.C.C.T.

Yours faithfully,

Date:

(Signature of the Bidder with seal)

(This form should be duly filled up by the bidder and submitted along with the Techno Commercial Bid)