



# **TENDER DOCUMENT FOR MANPOWER SERVICE PROVIDER**

**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

**(A Government of Odisha Undertaking)**

**Regd Office: Janpath: Bhubaneswar-751022**

**Telephone : (0674) 2540051 (EPABX) Fax (0674)-2545664**

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**ODISHA POWER TRANSMISSION CORPORATION LTD.**  
(A Govt. of Odisha Undertaking)  
Regd. Office: Janpath: Bhubaneswar-751022, Odisha  
Phone: 0674-2540051, Fax – 0674-2545664, Website: [www.optcl.co.in](http://www.optcl.co.in)  
CIN:U40102OR2004SGC007553

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**Tender Notice No. MPPR/1      Dated.29.07.2017**

Sealed tenders are invited under two bid system from reputed experienced agencies, to provide Manpower in different categories like Lady Nurse, Attendant, Data Entry Operator, Finance Personnel, Receptionist, Care taker, Driver, Gardener, Cook, Helper etc. on outsourced basis for their engagement in different offices of Odisha Power Transmission Corporation Limited (OPTCL) situated all over Odisha. The Contract will be valid for a period of one year, with effect from the date of signing the agreement.

The detailed information has been given in the Tender Document which may be downloaded from the website [www.optcl.co.in](http://www.optcl.co.in). The downloaded tender document should be accompanied with a D.D for Rs.10,000/- plus Taxes as applicable along with the tender bid. The EMD of Rs.1,00,000/- (Rupees One Lakh) only should be paid by Demand Draft / Bankers cheque in favour of DDO, Hqrs OPTCL payable at Bhubaneswar along with the technical bid.

The last date and time of submission of tender document is **Dated.22.08.2017 , 3:00 PM.**

Any corrigendum(s) shall be communicated through the tender section on the website [www.optcl.co.in](http://www.optcl.co.in).

**General Manager (HRD) MPPR**

## IMPORTANT INFORMATION

1.	Tender No. & Date	Tender Notice No. MPPR/1 Dated.29.07.2017
2.	Name of Work	Contract for providing manpower services on outsourcing basis at different units of OPTCL.
3.	Contract Period	1 (One) Year
4.	Last date & time of issue of Tender documents	Tender document can be downloaded from the OPTCL website <a href="http://www.optcl.co.in">www.optcl.co.in</a> from 30.07.2017 11.00 hrs(11 AM)
5.	Last date & time of closing & receipt of tender	<b>22.08.2017 up to 15.00 Hrs.(3.00PM)</b>
6.	Date, Time and Place of Opening the Tender (Technical Bid)	22.08.2017 at 16.00 Hrs. (4.00PM) at IT Conference Hall, 3 <sup>rd</sup> Floor, Multistoried Building, OPTCL Corporate Office, Janpath, Bhubaneswar. Odisha.
7.	Validity of Tender	The validity of the tender must be for a period of 180 (one hundred eighty) days from the due date of opening of tender.
8.	Earnest Money Deposit (EMD)particulars	1,00,000/- (Rupees One Lakh) only shall be submitted in the form of Demand Draft(DD) /Banker's Cheque from any scheduled commercial bank, in favour of "DDO, Hqrs, OPTCL" payable at <b>Bhubaneswar</b> having validity of minimum period of two months from the Tender (Techno- commercial Bids) opening date.
9.	Tender Fee	10,000/- (Rupees ten thousand only) plus Taxes as applicable shall be submitted in the form of Demand Draft(DD)/ Banker's Cheque from any scheduled commercial bank in favour of "DDO, Hqrs, OPTCL" payable at <b>Bhubaneswar</b> having validity of minimum period of two months from the Tender (Techno-commercial Bids) opening date.

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**SECTION I**  
**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL), one of the largest Transmission Utility in the country commenced its business on 1<sup>st</sup> April 2005, as a company wholly owned by the Government of Odisha to undertake the business of transmission and wheeling of electricity in the State. The registered office of the Company is situated at Bhubaneswar, the capital of the State of Odisha. Its projects and field units are spread all over the State.
2. The Odisha Power Transmission Corporation Limited (herein after called **“Authority”**) requires the services of reputed, well established and financially sound Manpower Service Provider having experience in providing manpower (herein after called **“Service Provider”**) to provide Manpower in different categories like Lady Nurse, Attendant, Data Entry Operator, Finance Personnel, Receptionist, Care taker, Driver, Gardener, Cook, Helper etc. on outsourced basis for their engagement in different offices of Odisha Power Transmission Corporation Limited (OPTCL) situated all over Odisha.
3. The Contract will be valid for a period of one year, with effect from the date of signing the agreement. The period of the contract may be further extended provided the requirement of OPTCL for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in OPTCL's requirements. OPTCL, however, reserves right to terminate this initial contract at any time after giving one months notice to the Service Provider.
4. Presently, Organisation has requirement of following category of manpower :

Sl.No.	Name of the Post	Maximum number of person to be engaged in one day
1	Lady Nurse	01
2	Attendant	30
3	Data Entry Operator	45
4	Finance Personnel	10
5	Receptionist	03
6	Care Taker	03
7	Driver	05
8	Gardener	02
09	Cook	02
10	Helper	02

Note : The requirements mentioned above are indicative only. It may vary from time to time as per need of the Corporation. There may be addition or deletion of category and number of manpower required.

5. Interested **“Service Providers”** may submit the tender document duly complete in all respects along with Earnest Money Deposit (EMD) of Rs.1 Lakh (Rupees One Lakh) only and other requisite documents in the office chamber of the GM (HR-MPPR), OPTCL Hqrs, Bhubaneswar or by post to GM(HRD-MPPR), 2<sup>nd</sup> Floor, Multistoried building, OPTCL Hqrs, Janpath, Bhubaneswar-751022 by **22.08.2017** up to **3.00 PM**.
6. **E-mail / Fax bids and late submission of bids shall be out rightly rejected.**
7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested Service Provider are advised to submit two separate sealed envelopes super scribing **"Technical Bid for Providing Manpower Services to OPTCL"** and **"Financial Bid for Providing Manpower Services to OPTCL"**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to OPTCL”**.
8. The successful tenderer, within seven days from the date of signing of the agreement will have to deposit a Security Deposit an amount equivalent to One month's total employees remuneration including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the DDO, Hqrs, OPTCL, Bhubaneswar, Odisha covering the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed further till the end of the contract period.
9. The successful tenderer has to sign an **Indemnity Bond** before issue of the Work Order.
10. The Service Providers are required to enclose self-attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered further:**
  - a. Copy of the GST Registration certificate of the Service Provider issued by the competent authority;
  - b. Copy of PAN/GIR card;
  - c. Copies of the Audit Reports for the last three consecutive financial years duly certified by the Chartered Accountant.
  - d. Copies of EPF and ESIC Registration certificates.
  - e. Copy of the Labour License/Registration under the Contract Labour(Regulation & Control )Act,1970
  - f. Experience certificate of providing manpower services to Corporate, Government Department /PSUs etc. Copies of the work orders for last three years of the department/ PSUs is to be provided.
  - g. Copy of the terms and conditions in Tender Document duly signed and sealed in each page by the authorized signatory of the agency as a token of their acceptance.

11. **Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.**
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
13. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order and they qualify in the Technical Bid. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time.
15. The competent authority of OPTCL reserves the right to annul all bids without assigning any reason.
16. The Authorized signatory shall submit the letter of authorization.
17. The Wages paid shall not be less than the minimum wage fixed/notified by the Government of Odisha or fixed by OPTCL authority from time to time. The Service Provider has to quote only the Service Charges per person per month for providing Manpower Services. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and OPTCL shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.
18. The registered office or one of the branch offices of the Service Provider should be located at Bhubaneswar.
19. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
20. OPTCL reserves the right to call for any documents in original including the bank account to verify the veracity of the documents.

**SECTION-II**  
**TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE PROVIDER**

OPTCL has set up minimum eligibility criteria for the bidding purposes. All bidders must meet the following criteria before they apply for the bid. The bidders meeting the following eligibility criteria must enclose supporting documents along with the proposal:

Sl. No.	Criteria	Supporting Document
1	The Registered Office or one of the Branch Offices should be located in Bhubaneswar for <i>at least last one year</i> .	Self-Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address at Bhubaneswar
2	The firm should be registered with the appropriate registration authority and should be in existence for not less than three years before 01/07/2017.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.
3	Income/Revenue* from Recruitment (Man Power Services) of the firm should not be less than Rupees Two Crores. *Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate should be attached for the last three financial years-2013-14, 2014-15, 2015-16 Attested copy of the latest IT return filed by agency
4	Should have served for minimum of 8 No. of clients as Man Power Service Provider out of which minimum 4 No. of clients should be of Govt./PSUs.	Certified documents in support of past contracts with Govt. /PSUs
5	They should have at least three years experience in providing Manpower Services to Government Departments, Private Companies, Public Sector Companies/ Banks, etc.;	Certified documents in support of past contracts with Govt. /PSU/ Other reputed companies for Man Power Services confirming year and area of activity.
6	They should have their own operative Bank Account;	Certified extracts of the Bank Account containing transactions during last three years of the bidder in relation to manpower services.



<b>Sl. No.</b>	<b>Criteria</b>	<b>Supporting Document</b>
<b>7</b>	They should be registered with Income Tax and other Tax authorities.	Attested copy of PAN/GIR Card;  Attested copy of GST registration certificate in respect of Manpower Services.
<b>8</b>	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.
<b>9</b>	The agency or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format at Annexure.
<b>10</b>	If the Agencies had provided Manpower to OPTCL in the past, their Performance should be satisfactory and they should not have violated labour laws.	Performance Certificate from OPTCL.

**SECTION-III**  
**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE**  
**SUCCESSFUL SERVICE PROVIDER IN OPTCL**

The minimum eligibility criteria, the under different categories for the personnel to be deployed will be as under:-

SL. NO	CATEGORY OF MAN POWER	Age	REQUISITE QUALIFICATION
1	Lady Nurse	Above 21 years of age and not exceeding 45 years	Should have passed +2 with ANM
2	Attendant	Above 21 years of age and not exceeding 45 years	Should have passed minimum 7th Class standard with good physique for attending the work.
3	Data Entry Operator	Above 21 years of age and not exceeding 45 years	Graduate in any stream from Recognized University / Board with PG DCA from a recognized Institute. Adequate knowledge in MS Office, acquaintance with Software package in Accounting, Engineering, Human Resources, General discipline, Web Technology, possessing a speed of 8000 key depressions per hour for data entry work, good knowledge in English and communication skills is preferable.
4	Finance Personnel	Above 21 years of age and not exceeding 45 years	CA (Inter) / ICAI Inter / CA Final / ICAI Final / B.Com.
5	Receptionist	Above 21 years of age and not exceeding 45 years	Lady Graduate in any stream from Recognized University / Board with good communication skill in English, Hindi and Odia.
6	Care Taker		Graduate in any stream from Recognized University / Board
7	Driver	Above 21 years of age and not exceeding 45 years	Matriculate from Recognized Board with at least possession or Light Vehicle Driving License.
8	Gardener	Above 21 years of age and not exceeding 45 years	Should have passed minimum 7th Class standard with adequate experience in Gardening activities.
9	Cook	Above 21 years of age and not exceeding 45 years	Should have passed minimum 7th Class standard with adequate experience in Cooking.
10	Helper	Above 21 years of age and not exceeding 45 years	Should have passed minimum 7th Class standard

The eligibility criteria for other categories of personnel will be communicated as and when the services will be required.

## **SECTION-IV**

### **APPLICATION - TECHNICAL BID (For Providing Manpower Services to OPTCL, Bhubaneswar, Odisha)**

1. Name of Service Provider:
  
2. Status(Company/Proprietorship/  
Partnership):  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Details of Earnest Money Deposit: DD/ BankersqCheque No.\_\_\_\_\_  
Date\_\_\_\_\_ for Rs.\_\_\_\_\_drawn on Bank\_\_\_\_\_
  
4. Full Address of Registered:  
Office  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
5. Full address of Operating/Branch Office:\_\_\_\_\_  
  
Telephone No.: \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
6. Name & telephone no. of :  
Authorized officer/person  
to liaise with Field Office(s) \_\_\_\_\_

7. Banker of the Service Provider: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone Number of Banker: \_\_\_\_\_

8. PAN /GIR No. : \_\_\_\_\_  
 (Attach attested copy)
9. GST Registration No. : \_\_\_\_\_  
 (Attach attested copy)
10. E.P.F. Registration No. : \_\_\_\_\_  
 (Attach attested copy)
11. E.S.I. Registration No. : \_\_\_\_\_  
 (Attach attested copy)
12. Labour License/Registration under The Contract Labour (Regulation & Control) Act, 1970
13. Financial turnover of the Service **Provider** for the last 3 consecutive financial years.

Financial Year	Amount (Rs. In lakhs)	Remarks, if any
2013-14		
2014-15		
2015-16		

14. Additional information, if any:  
 (Attach separate sheet if space provided is insufficient)
15. Give details of minimum 8 such contracts handled by the Service Provider during the last three consecutive years in the following format:  
 (If the space provided is insufficient, a separate sheet may be attached)

Sl. No.	Name of client, address, telephone & Fax no	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract		Remark
		Type of manpower provided	No.		From	To	

16. Additional information, if any  
(Attach separate sheet, if required)

Date: \_\_\_\_\_ Signature of the authorized person  
Place: \_\_\_\_\_ Name: \_\_\_\_\_  
Seal : \_\_\_\_\_

### **DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri ò ò ò ò ò Proprietor/ Director/ Authorized Signatory of the Service  
Provider, mentioned above, am competent to sign this declaration and execute  
this tender document;
2. I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them;
3. The information / documents furnished along with the above application are true  
and authentic to the best of my knowledge and belief. I / we, am / are well aware  
of the fact that furnishing of any false information / fabricated document would  
lead to rejection of my tender at any stage besides liabilities towards prosecution  
under appropriate law.

Date: \_\_\_\_\_ Signature of authorized person  
Place: \_\_\_\_\_ Name: \_\_\_\_\_  
Seal: \_\_\_\_\_

**SECTION-V**  
**APPLICATION - FINANCIAL BID**  
**(For Providing Manpower Services to OPTCL, Bhubaneswar, Odisha)**

1. Name of tendering Service Provider:
2. Service charges per month per person:

Sl. No.	Description of Work	Service Charges per Month per Person in Rupees or % of the total wages of the outsourced person
1	Providing Manpower Services to OPTCL on Outsourcing Basis	

**SERVICE CHRGES IN WORDS**

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***Note:***

1. The monthly remuneration, ESI, EPF shall be paid by the Service Provider and reimbursed by OPTCL.
2. Total Price quoted shall be inclusive of all Taxes, and Duties but excluding GST prevailing as on the date of submission of Bids.
3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the Authority.

Date:  
Place:

Signature of the authorized person  
Name:  
Seal:

## **SECTION-VI**

### **GENERAL TERMS & CONDITIONS**

#### **GENERAL**

1. The Agreement shall commence with effect from the date of signing of the agreement till one year, unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or any change in requirements.
2. Total manpower required is to be provided within 7 days of signing of the agreement.
3. The Agreement shall be initially for a period of one year with effect from the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
6. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
8. Presently, OPTCL has requirement of Manpower in different categories like Lady Nurse, Attendant, Data Entry Operator, Finance Personnel, Receptionist, Care taker, Driver, Gardener, Cook, Helper etc. The requirement may also further increase or decrease, during the period of contract and tenderer have to provide additional manpower, if required, on the same terms and conditions.

9. The Service provider shall nominate a Supervisor who shall be responsible for immediate interaction with OPTCL so that optimal services of the persons deployed can be availed. The Supervisor shall coordinate with the Officer in charge of the outsourcing and shall be answerable to the concerned Head of the Unit.
10. The entire financial liability in respect of manpower services deployed in OPTCL or Office concerned shall be that of the Service Provider and OPTCL or Office concerned will in no way be liable for the same. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than that finalized by OPTCL authority time to time, which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by OPTCL.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the OPTCL or the Office concerned.
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. OPTCL shall, in no way, be responsible for settlement of such issues whatsoever.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the incumbency or after expiry of the Agreement.
15. In case of termination of this Agreement its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in OPTCL in regular or any other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment in the Corporation under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service



Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

18. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
19. The persons deployed by the Service Provider should not have any adverse back ground. The agency shall verify his / her antecedents from the local police authorities. Any person deployed by the service provider shall not indulge in criminal act or should have criminal cases against him/her. The agency should make adequate enquiries about the character of such persons or later it is found otherwise, the services of the agency can be dispensed with.
20. The person deployed by the Service Provider should be Medically Fit for the post. His/her Medical fitness certificate to be submitted by the Agency from a Government Medical Officer not below the rank of Assistant Professor.
21. The Service provider will provide a list of candidates with Bio-data, Certificates, Medical fitness Certificate for the posts required and the officer i/c of OPTCL will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept ~~on~~ panel+ for replacement to meet urgent additions at short notice. OPTCL reserves the right to select/reject any candidate from the list provided by the Service Provider based on merits of the candidates.
22. The copies of engagement letter issued to the personnel deployed by the agency shall be provided to the Authority for verification.
23. The Service Provider will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
24. The Manpower Service Provider shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason. In case of delay by the Manpower Service Provider in providing a substitute after expiry of two days absence OPTCL shall be compensated @ Rs.500/- (Rs. five Hundred) only per day starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis and which shall be deducted from the monthly bills of the service provider in the subsequent month. OPTCL shall not be required to prove any actual loss sustained by it for seeking such compensation.

25. The manpower service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job of the agency due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
26. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider has to ensure that all its employees deployed in OPTCL invariably wear ID card during office hours.
27. The manpower service provider shall provide two Sets of Uniform to support staff to his personnel at his own cost. The Service Provider will also ensure that the persons wear the uniform and keep it neat, clean and tidy.
28. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
29. The Service Provider shall replace within twenty four confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
30. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of OPTCL or the office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
31. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
32. The Service Provider should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the manpower supplied and other related works at their own cost.
33. The Service Provider shall be responsible for making payment directly to the deployed manpower by 7<sup>th</sup> of each month.
34. The Service Provider is liable to Pay the Gratuity, Bonus and Leave Encashment as applicable under law , which will be reimbursed by the OPTCL authority.

## LEGAL

35. The Service Provider shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.
36. By way of illustration of various Acts as stated in the contract, the following Acts or any amendment thereof shall be complied with by the Service Provider.
- (i) Employee Provident Fund Act, 1952
  - (ii) Contract Labour Act (Regulation and abolition) Act, 1970
  - (iii) Minimum wages Act, 1948
  - (iv) Payment of wages Act, 1936
  - (v) Payment of Bonus Act, 1965
  - (vi) ESI Act, 1948
  - (vii) Factories Act, 1948
  - (viii) All other statutory provisions related to contract labour.
37. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
38. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided every month, before the agreed date as per the contract as required by OPTCL.
39. The Service Provider shall also be liable for depositing all contribution of both employee and employer as required under different statute and within the due date including taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
40. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to any authority of the Department or office concerned or any other authority as may be required under Law.
41. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of

Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Service Provider to the Department or office concerned.

42. In case, the Service Provider fails to comply with any liability under any appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to recover from and get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of any loss or obligation in monetary terms.
43. The Service Provider shall be held responsible for any loss/damage to the equipment and instruments of OPTCL provided to the manpower deployed by the Service Provider, provided such loss/damage is caused due to the negligence or willful damage as assessed by OPTCL.
44. The Agreement can be terminated on account of non-performance, any deviation of terms and conditions of contract, non-payment of remuneration of employed persons in time and non-payment of statutory dues regularly by respective due dates. The Corporation or Officer concerned will have no liability towards non-payment of remuneration or any other dues to the persons whose services have been provided by the Service Provider and non-payment or delayed payment of any dues including any statutory dues by the service provider to concerned statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed by the service provider, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit and or any other sum available with the OPTCL as due to the service provider.
45. The decision of OPTCL in regard to interpretation and/or enforcement of any other Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

## **FINANCIAL**

46. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.1,00,000/-), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of the DDO, Hqrs, OPTCL, Bhubaneswar **failing which the tender shall be rejected out rightly.**
47. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful bidder, if the bidder fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order or fails to enter**

**into an agreement or fails to furnish the Performance Bank Guarantee within 7 days of signing the agreement, the EMD shall stand forfeited without any further notice.**

48. The successful tenderer will have to deposit a Performance Security Deposit of one month's remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the GM(HRD), Odisha Power Transmission, Corporation Ltd covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful bidder. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
49. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
50. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Officer concerned in respect of the persons deployed and submit the same to the concerned officer-in-charge in the first week of the succeeding month. The DDO of the concerned Unit shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
51. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the OPTCL shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by 7<sup>th</sup> of the succeeding month irrespective of any delay in settlement of its bill by the OPTCL for whatever reason.
52. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
53. In case of any deviation from timely payment of wages or Deposit of ESI, EPF etc. 10% penalty will be charged on the Service Charges, which will be deducted from the Bill amount.
54. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
55. The Service Provider shall deploy or withdraw any personnel at any time with

intimation to the OPTCL authorities.

56. The registered office or one of the branch offices of the Service Provider should be located at Bhubaneswar.
57. All disputes shall be subject to the jurisdiction of the courts at Bhubaneswar only.
58. The successful bidder shall enter into an agreement with OPTCL for supply of suitable and qualified manpower as per requirement of the Corporation on the above terms and conditions.

**Note:** These terms and conditions shall be part of the Contract / Agreement to be executed between OPTCL and the Service Provider on a non-judicial stamp paper worth Rs.100/- or as applicable and the non-judicial stamp paper shall be purchased in the name of the Manpower Service Provider (i.e the successful bidder) and any non- compliance shall be deemed as breach of the Contract/Agreement.

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and agree to abide by same unconditionally.

**(Signature of Tenderer with seal)**

**Address:**  
**Phone No(O):**  
**Date:**

**Name:**  
**Seal:**

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER  
BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by service provider for deployment in OPTCL, containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc.
2. Bio-data of all persons.
3. Antecedents Verification Certificate of the persons.
4. Medical fitness Certificate of the persons.
5. Any other document considered relevant.

**SELF-DECLARATION – NO BLACKLISTING**

(Date)

The General Manager (HRD)  
OPTCL,  
Bhubaneswar

Dear Sir/Madam,

**Ref: Tender for Selection of Man Power Service Provider for OPTCL**

In response to the Tender Document for Selection of Manpower Service Provider for OPTCL, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signature of authorized  
person

Date:

Full Name:

Place:

Seal:

**BIDDER'S COVERING LETTER**

To,  
The General Manager-HRD  
OPTCL, Hqrs  
Bhubaneswar

Dear Madam,

Ref: Tender no: \_\_\_\_\_

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

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

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

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

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

Dated this \_\_\_\_ . Day of \_\_\_\_ (the month and year)

Signature of Authorized Signatory \_\_\_\_

In capacity of \_\_\_\_

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

**The cost of bid document:** Rs.10,000/- + Tax as applicable



Crossed D.D. no. 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 dated 0 0 0 0 0 0 0 0 0 0  
 Drawn on bank: 0

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

To

General Manager-HRD,  
OPTCL Hqrs,  
Bhubaneswar

Dear Madam,

Subject: Authorization for attending bid opening on \_\_\_\_\_.  
(date) in the Tender for Manpower Services for the OPTCL (tender no: \_\_\_\_\_)

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

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

(Specimen Signature duly attested)

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

**Note:**

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

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_. Between the OPTCL represented by \_\_\_\_\_, here-in-after referred to as the "Authority" which expression unless repugnant of the context or contrary to the meaning thereof shall include its successors, heirs, executer, administrator or assignees of the one part;

**And**

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, here-in-after called the "Service Provider" which expression unless repugnant of the context or contrary to the meaning thereof shall include its successors, heirs, executer, administrator or assignees of the other part.

Whereas, the "Authority" requires that the services of required number of manpower by way of deployment in different offices of OPTCL; And whereas the "Service Provider" has offered to and has expressed its willingness to provide the services by way of deployment in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate of service charges payable to the Service Provider as per the terms and conditions of this agreement and the "Service Provider" has agreed to abide by the same.

**Now this agreement witnesses as below:-**

1. The following documents (collectively referred to as ~~%Contract Documents+~~) shall be deemed to form and be read and construed as part of this Contract, viz.:
  - i. Scope of Works.( As enclosure . I)
  - ii. Accepted Technical Proposal. (As enclosure . II)
  - iii. Accepted Price Proposal. (As enclosure . III)
  - iv. Letter Of Award (LOA). (As enclosure . IV)
  - v. Contract Performance Bank Guarantee. (As enclosure . V)
  - vi. Indemnity Bond (As enclosure-VI)

In the event of any discrepancy or inconsistency in any of the provisions of the agreement, the provisions in the Contract Documents shall prevail.

2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide the number of personnel as required to the Odisha Power Transmission Corporation Ltd in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute or difference arising out of this contract in interpreting any terms of this agreement or any quantum to be paid under this agreement shall be mutually settled, but in case of any disagreement to such settlement, the decision of the Chairman-cum-Managing Director of OPTCL or his authorized representative shall be final and binding. If any further dispute arises, the same shall be referred to arbitration under the provisions of arbitration and conciliation Act,1996 by either party to the court of Law to which jurisdiction of Civil Court at Bhubaneswar, Odisha extends.
5. That this agreement is valid up to ò ò ò

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the person**

**authorized to sign on behalf of**

**Service**

**Provider**

**Signature of the Authority**  
**(An officer acting in the premises for**  
**and on behalf of the OPTCL)**

In the presence of witness:-

**Witness**

1. Name õ õ õ õ õ õ õ õ õ .  
Addressõ õ õ õ õ õ õ õ õ .

2. Nameõ õ õ õ õ õ õ õ õ .  
Addressõ õ õ õ õ õ õ õ õ .

**Witness**

1.Nameõ õ õ õ õ õ õ õ õ õ  
Addressõ õ õ õ õ õ õ õ õ õ

1.Nameõ õ õ õ õ õ õ õ õ õ  
Addressõ õ õ õ õ õ õ õ õ õ

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE FOR  
SUPPLY OF MAN POWER SERVICES  
(To be stamped in accordance with Stamp Act)**

Ref: - 0 0 0 0 0 0 0

Bank Guarantee

No 0 0 0 0 0 0 0 0 0 0 0

Date:- 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 .

1. Name of the Contract:
2. LOA No. & Date:

To,

Odisha Power Transmission Corporation Ltd.  
Janpath, Bhubaneswar-751022

1. In consideration of the Chairman & Managing Director / Managing Director ,  
ODISHA POWER TRANSMISSION CORPORATION Ltd. (hereinafter called  
%OPTCL+) having agreed to exempt M/s  
\_\_\_\_\_(hereinafter called the said  
contractor(s) from demand under the terms and conditions of tender specification  
(Specifications No. \_\_\_\_\_ & notification of Award (LOA)  
No. \_\_\_\_\_ Dated \_\_\_\_\_) for supply of  
Manpower services (as detailed in the said Notification of Award & Tender  
specification) and for the due fulfillment by the said contractor(s) of the terms and  
conditions contained in the said LOA & Tender specification on production of a  
Bank Guarantee for Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) only, we  
\_\_\_\_\_ ([indicate Bank] Bank  
(hereinafter referred to as %the Bank+) at the request of \_\_\_\_\_  
contractor(s) do hereby undertake to pay to OPTCL, an amount not exceeding  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against  
any loss or damage caused to or suffered or would be caused to or suffered or  
would be caused to or suffered by OPTCL by reason of any breach by the said  
contractor(s) of any of the terms or conditions contained in the said tender  
specification.
2. We \_\_\_\_\_ Bank do hereby under take to pay  
the amounts due [indicate the name of the Bank] and payable under this  
guarantee without any demur, merely on a demand from OPTCL stating that the  
amount claimed is due by way of loss or damage caused to or would cause to or  
suffered by OPTCL by reason of any breach by the said contractor (s) of any of  
the terms or conditions contained in the said tender specification or by reasons of

the contractor (s).

3. We, the \_\_\_\_\_ do hereby further undertake to pay the [indicate the name of the Bank] amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by OPTCL by reason of any breach by the said contractor (s) of any of the terms or conditions and failure to perform said Bid. 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\_\_\_\_\_.
4. We, undertake to pay to OPTCL any money so demanded notwithstanding any dispute and disputes raised by the contractor(s) and any suit or proceeding instituted / pending before any court or tribunal relating to that, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We, the \_\_\_\_\_ further agree that the guarantee herein [indicate the name of the bank] contained shall remain in force and effect during the aforesaid period of \_\_\_\_\_ days \_\_\_\_\_ and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claim satisfied or discharged or till Chairman and Managing Director, ODISHA POWER TRANSMISSION CORPORATION Limited certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharge 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.
6. We, the \_\_\_\_\_ further agree with the Board that OPTCL [indicate the name of the bank] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time only of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation or postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank of the contractor(s).
8. We \_\_\_\_\_ lastly undertake not to revoke this guarantee [indicating the name of the Bank] during its currency except with the previous consent of OPTCL in writing.
9. We, the \_\_\_\_\_ Bank \_\_\_\_\_ (Branch at Bhubaneswar) further agree that this guarantee shall also be irrevocable at our place of business at Bhubaneswar in the state of Odisha.

Notwithstanding anything contained herein+

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

b) The bank guarantee shall be valid upto \_\_\_\_\_.

c) We are liable to pay guaranteed amount or any part thereof under this Bank guarantee only if you serve up on us at \_\_\_\_\_, Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before \_\_\_\_\_ (date of expiry of guarantee ).

Dated, the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ [indicating name of Bank]

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1.

2.

NOTE FOR TENDERERS: [Not to be typed in the Bank Guarantee] To be furnished in on-judicial stamp paper of Rs.100/- or Applicable as per ODISHA Stamp Duty Act from any Nationalized / Scheduled Bank.



**INDEMNITY BOND**

THIS INDEMNITY BOND is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ (herein after called as "Service Provider" which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha and having its offices throughout the State of Odisha (herein after called as "OPTCL" which expression shall include its successors & assigns).

We, \_\_\_\_\_ having a registered office at \_\_\_\_\_ have entered into a contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated \_\_\_\_\_ to provide manpower on outsourcing basis for different offices of ODISHA POWER TRANSMISSION CORPORATION LIMITED situated throughout Odisha.

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

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

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

For and on behalf of \_\_\_\_\_,

Authorized Signatory

Witness

1. Signature:
2. Name:
3. Address:

1. Signature
2. Name:
3. Address: