



CIN – U40109OR1995SGC003960

**TENDER DOCUMENT FOR  
PROVIDING SERVICES OF MANPOWER  
ON CONTRACT (OUTSOURCED) BASIS**



# ଗ୍ରିଡକୋ ଲିମିଟେଡ୍ GRIDCO Limited

(A Govt. of Odisha Undertaking)

Regd. Office: Janpath, Bhubaneswar-751022, ODISHA

Phone: 0674-2540098/2540877 Fax: 2541904/2543031; Web: [www.gridco.co.in](http://www.gridco.co.in)

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## **TENDER NOTICE NO: HRD - 01/2023-24**

GRIDCO Limited, Bhubaneswar invites bids under two part bidding system from the reputed Firms / Agencies for providing services of Data Entry Operators, Attendants, professionals etc. for a period of three (03) years.

The bidder (s) can free view / download the tender documents from official Website of GRIDCO "[www.gridco.co.in](http://www.gridco.co.in)". The intending bidder (s) shall have to pay the non-refundable tender cost of Rs. **10,000/-** + GST @ 18% (Rupees Ten Thousand plus GST @18% only) in the form of Demand draft , drawn in favour of the GRIDCO, Bhubaneswar or through RTGS in the following accounts.

**Bank Name: Union Bank of India**

**Branch Name: Main Branch, Bhubaneswar**

**Account No. 380801010035242**

**IFSC Code: UBIN0538086**

1. The bidder (s) shall submit the original Demand Draft towards Tender Cost & EMD on or before the scheduled date and time for opening of Technical Bid. However, in case the tender cost & EMD is deposited through RTGS, the bidder has to intimate the details of deposit made in the above mentioned account to DGM (HRD) GRIDCO.
2. The Bid shall comprises of three envelopes submitted separately, first one containing tender cost & EMD (or relevant proof of deposit), second one containing the Technical Bid (along with supporting documents) and the third envelope containing the Price Bid. Each envelope should be duly marked on the outside as "Tender Cost & EMD", "Techno-Commercial Bid" & "Price Bid" respectively. All the three envelopes shall be sealed and be kept inside a bigger envelope, clearly mentioning the name and address of the Bidder, Tender Notice No., and the authority to whom the Bid is being submitted.
3. Any clarifications on the scope of work and technical features of the tender can be clarified from the undersigned during office hours.

**DY. GENERAL MANAGER (HRD)**

**TENDER SCHEDULE FOR**  
**PROVIDING SERVICES OF MANPOWER ON CONTRACT (OUTSOURCED) BASIS**

Sl No	Particulars	Remarks
1	Works Name	Providing service of manpower on contract (outsourced) basis
2	NOTICE INVITING TENDER	No. HRD - 01/2023-24
3	Destination	GRIDCO, BBSR
4	Period of requirement	03 Years
5	Estimated Cost of the Work. (IN INR)	Rs. 91.00 Lakhs (Ninety One Lakhs) only
6	Cost of Tender documents (IN INR)	Rs. <b>10,000/-</b> + GST @ 18% (Rupees Ten Thousand plus GST @18% only) (To be paid in shape of Demand Draft / Pay Order, in favour of "GRIDCO" payable at Bhubaneswar) (non-refundable). Alternatively the intending bidder can also deposit the amount in the bank account mentioned above through RTGS.
7	Date, Time and Place for Pre-Bid Conference	16.09.2023, 11 AM, GRIDCO Conference Hall
8	Last date and time of submission of bids	28.09.2023, 04:00 PM
9	Date and time of opening of Technical Bids (Part-I)	28.09.2023, 05:00 PM
10	Date and time of opening of Price Bids (Part-II)	Will be intimated through Email to the responsive bidder(s).

**DY. GENERAL MANAGER (HRD)**



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**TENDER NOTICE NO HRD - 01/2023-24**

**FOR PROVIDING SERVICES OF MANPOWER ON CONTRACT  
(OUTSOURCED) BASIS**

SECTION-I	:	SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS
SECTION-II	:	TERMS & CONDITIONS.
SECTION-III	:	DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER / AGENCY BEFORE DEPLOYMENT OF OUTSOURCED PERSONNEL
SECTION-IV	:	TECHNICAL BID
SECTION-V	:	PRICE BID



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## **TENDER NOTICE NO HRD - 01 /2023-24**

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## SECTION – I

### **SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS:**

GRIDCO LTD. invites from recognized, registered, well established and financially sound Manpower Service Providers for providing the service of Data Entry Operators, Attendants & professionals on contract (outsourced) basis for use of GRIDCO Corporate Office.

1. The Contract for providing aforesaid service will be for a period of three years from the actual date of agreement or may be curtailed/ terminated before the due date owing to deficiency in service or substandard quality of manpower deployed by the selected service provider at the sole discretion of the corporation or because of change in the Corporation's requirements. The Corporation, however, reserves the right to terminate the contract at any time after giving 01 (One) month notice to the selected provider, if the provider fails to provide quality of services or violates any terms of the agreement or without assigning any reason. In the event of such termination of the contract, the firm/ manpower service provider shall only be entitled for the amount for services actually provided under the contract till the termination of the contract, subject to deduction, if any, under the terms of contract. No other claims can be allowed or considered.
2. The number of manpower quoted under Clause (3) below are tentative. However, GRIDCO reserves the right to increase/decrease the manpower as per requirement.
3. The approximate no. of Manpower requirement are as follows:-

<b>Sl No</b>	<b>Category</b>	<b>Approximate nos. of requirement</b>	<b>Monthly Wages along with fooding &amp; other allowances per person excluding service charges &amp; taxes (in Rs.)**</b>
<b>1</b>	<b>Data Entry Operator (DEO)</b>		
	Category-A (Skilled) (having 1- 5 years of Experience)	17	14000
	Category-B (Highly Skilled) (having experience of >5 yrs upto 10 yrs)		16500
	Category-C (Highly Skilled) (having experience of >10 yrs upto 15 yrs)		17000
	Category-D (Highly Skilled) (having experience of >15 yrs upto 20 yrs)		17500
	Category-E (Highly Skilled) (having experience of >20 yrs)		18000

<b>2</b>	<b>Office Attendant (Semi-skilled)</b>	13	At the rate of minimum wages with VDA as notified from time to time for semi-Skilled Category.
<b>3</b>	<b>Driver</b>	2	16,000
<b>4</b>	<b>Technical Personnel</b>	1	31,500
<b>5</b>	<b>For Final Qualified Finance personnel</b>	2	27,500
<b>6</b>	<b>For Inter Qualified Finance personnel &amp; Legal Asst.</b>	4	22,000

\*\* The remuneration mentioned above are the existing monthly remuneration.

**4. (A) SPECIFICATION OF PERSONNEL TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER:**

i. Minimum Educational Qualification:

<b>Sl No</b>	<b>Category of Manpower</b>	<b>Qualification &amp; Experience</b>	<b>Age limit</b>
1	<b>DEO</b>	Graduate in any discipline with one year Diploma in Computer Application or equivalent from a recognized institution, having knowledge with data entry operation using Window, MS office environment (MS Word, Excel, Power Point etc), Internet application and should have at least 1 year experience in similar type of work.	Minimum: 18 years & Maximum: 57 years
2	<b>Attendant</b>	Literate and Able to read and write in Oriya and English language.	
3	<b>Technical Personnel</b>	B.Tech (Elect.)	
4	<b>For Final Qualified Finance personnel</b>	Cost and Management Accountant / Chartered accountant	
5	<b>For Inter Qualified Finance personnel &amp; Legal Asst.</b>	Inter Cost & Management Accountant (Inter) / Chartered Accountant(Inter)  For Legal Asst.- LLB	

ii. Should have possessed prescribed Physical Standards.

**(B)** i. GRIDCO shall verify the suitability of the candidates before deployment by

Manpower service provider / agency.

- ii. The Personnel deployed will be well dressed as per the dress code prescribed by the Manpower service provider with Identity card.
- iii. List of Manpower short listed by the Firm for deployment containing full details i.e. date of birth, marital status, address, educational qualification etc. shall be submitted.
- iv. Copies of certificates about required qualifications of individual persons shall be submitted by the Agency before deployment.
- v. There shall be a Contract for Services instead of Contract of Service for all practical purposes. The contractor shall make this clear to the deployed personnel and get an undertaking that he / she shall not have any claim for permanent service in GRIDCO as a consequence of his / her deployment on outsourced basis and no representation on this behalf shall be entertained.

**5. Validity:**

The Offer should be valid for a period of 180 days from the date of opening of technical bid, failing which the tender will be liable for rejection.

**6. Price:**

The price quoted should be firm and should be in percentage (%) and in Indian Rupees (as per Section V). The details regarding quoting of price bid are indicated in Section V of price bid format. Quoting in any other form than the enclosed Bid format will make the offer liable for rejection. The rate quoted shall remain firm throughout the period of the contract.

**7. Duration of Contract:**

The effective date of the contract for providing the aforesaid services shall be the date of the contract agreement made and would continue till completion of 03 (Three) years. This contract period can be extended for a further period on the basis of satisfactory performance, requirement of the corporation subject to mutual consent.

**8. Termination:**

The Management of GRIDCO, reserves the right to terminate the contract by giving **01 (One) months' Notice** to the selected Firm / Agency (s) without assigning any reason thereof.

**9. Eligibility Criteria of Bidders:**

The bidders shall meet the following minimum eligibility requirement through



supporting document to qualify for participation in the bidding process:-

<b><u>Technical Criteria</u></b>		
<b>Description of Criteria</b>		<b>Required Supporting Document</b>
(i)	The bidder shall necessarily be a valid legal entity, with minimum 3 (three) years of experience in providing similar services by the last date of submission of the bid.	1. Attested copy of Certificates of incorporation/ registration issued by the respective authority along with copy of MoA and AoA indicating business in similar services. 2. Documentary evidence towards the minimum qualifying experience of the similar assignment/services.
(ii)	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF Registration, ESI Registrations.
(iii)	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	Undertaking as per <b>Annexure-C</b> . Undertaking needs to be provided in letter head of bidder.
(iv)	The registered office / Branch office of the Service provider must be located within Odisha.	Valid address proof of the office.

<b><u>Financial Criteria</u></b>		
(i)	The Bidder must have their own Bank Account.	The Bidder must provide the self-attested supporting documents regarding the Bank Details along with IFS Code, Branch Code, RTGS details along with a crossed Cheque.
(ii)	The Bidder must be a regular IT return Filer, Copy of IT Returns for last three financial years.	Duly attested supporting documents.
(iii)	The Bidder must have minimum average turn-over of 1 Crore for last 3 consecutive financial years by providing similar type of Manpower services only.	Duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over during last three financial years in <b>Form - T7</b> .
(iv)	The Bidder has to submit their solvency Certificate	Self-Certification/ Undertaking with regards to Solvency of the bidder

(v)	The Bidder must duly authorize their signatory of the bid documents.	Power of attorney (as per format in <b>Form – T3</b> ) / authorizations must be enclosed along with the tender.
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**N.B:**

A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.

**10. (A) Submission of Bids:**

The bidder shall submit the bid in hard copy (in original) to “The Dy. General Manager (HRD), GRIDCO, Janpath, Bhubaneswar-751022. The bidder must ensure that the bids should reach in the aforementioned address within the date and time indicated in the Tender notice. Bids submitted by any other mode will not be accepted. Bidder shall enclose the Tender Cost & EMD (or relevant proof thereof) in a sealed envelope duly marked as “Tender Cost & EMD” and Technical Bid in a sealed envelope, duly marking the envelope as “TECHNO-COMMERCIAL BID”. The envelope containing the Technical Proposal shall bear a warning not to open before the time and date for the opening of Techno-commercial Proposals.

The Bidder shall enclose the Price Proposal in a separate sealed envelope, duly marking the envelope as “PRICE BID”. The envelope containing the Price Proposal shall bear a warning not to open until advised by GRIDCO.

All the above envelopes shall then be kept in one single envelope. The inner and outer envelopes shall have the name and address of the Bidder, Tender Notice No., and the authority to whom the Bid is being submitted mentioned on the body of the envelope.

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

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

**(B) Tender shall be in Two Parts**

The Tenderers are required to submit the tender in two parts i.e. Part-I (Techno-Commercial Bid as per Section-IV) and Part-II (Price Bid as per section-V).

**(C) Eligibility for Submission of Bids:**

Only those service providers who have deposited the cost of tender paper, EMD & fulfil eligibility criteria as laid down in **clause-9** are eligible to participate in the tender.

**(D) Submission of Technical Bid & Documents to Accompany Bid:**

The intending Bidders are required to submit the Technical Bid in the prescribed format as in **section IV** of tender specification and also submit copy of the following documents, along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered for further evaluation:**

- I. Cost of tender paper in shape of demand draft / pay order. In case of deposit of tender cost through NEFT/RTGS the intending bidder has to attach a letter addressed to DGM (HRD) indicating the details of deposit made in the bank account mentioned in the Tender Notice above.
- II. Attested copy of registration certificate of Agency /Firm /Company.
- III. Experience of similar work in Form - T4.
- IV. Self-attested supporting documents regarding Bank Details along with IFS Code, Branch Code, RTGS details along with a crossed Cheque.
- V. Attested copy of PAN;
- VI. Attested copy of the IT return filed by agency for FY 22-23;
- VII. Attested copy of GST registration certificate;
- VIII. Attested copy of the E.P.F. registration letter / certificate;
- IX. Attested copy of the E.S.I. registration letter / certificate;
- X. Certified documents in support of the financial turnover of the agency (Form - T7);
- XI. Certified documents in support of additional information as per para 13 of Technical Bid.
- XII. Copy of the Tender Document with each page duly signed and sealed in each page by the authorized signatory of the Bidder / Agency in token of their acceptance.
- XIII. Annexure A to H except Annexure-E, F & H
- XIV. Power of Attorney/authorization for signing the bid documents (in Form-T3).
- XV. An undertaking regarding blacklisting of the Firm/Agency/Company and on criminal case pending against the Director of the firm/Company/Agency participating in the tender.(Annexure -‘C’)
- XVI. Letter of application on the Bidders letter head in Form - T1.
- XVII. Information about the Bidder in Form - T2.Existing commitments in Form - T5.
- XVIII. Anti-collusion certificate in Form - T6.
- XIX. Financial capabilities of the Bidder in Form - T7.
- XX. Self-certified Solvency statement/Undertaking with regard to solvency of Bidder.

**NB: (Annexure-E i.e. Indemnity Bond, Annexure-F i.e Performance Bank Guarantee is to submitted by the successful bidder/manpower agency after issue of work order and Annexure-H i.e. Agreement format which will be executed with the successful bidder)**

**a. Submission of Price Bid (part-II):**

The tenderers are required to submit the price Bid in the prescribed format as in section V complying with the O.M. No. FIN-COD-RULE-0001-2018/19595/F dated 11.07.2023 of the Finance Department, Govt. of Odisha.

**b. Earnest Money Deposit:**

1. The technical bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 01 Lakh (Rupees One Lakh) only in the form of demand draft/pay order or RTGS drawn on any scheduled commercial bank in favor of **GRIDCO** payable at **Bhubaneswar** which is refundable without interest failing which the tender shall out rightly rejected.
2. The EMD in respect of the bidder who has qualified in the Technical bid/Financial bid shall be returned to them without any interest after finalization of the tender.
3. In case of successful bidder the EMD amount will be returned to the bidder soon after deposit of the performance bank guarantee.

**c. Conditional Offer:**

Conditional offer shall not be accepted.

**d. Opening of Bids.**

- i. The part-I i.e. **(the techno-commercial)** bid shall be opened on the date and time fixed by GRIDCO. Bids will be opened in presence of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days' time for submission of such clarifications.

On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

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

- ii. When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in the

presence of the bidder's representative on a date and time which will be intimated to all technically and commercially acceptable Tenderers.

- iii. The price bids of the technically and otherwise acceptable bids shall only be evaluated.

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

- iv. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.

- v. For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

d. **Management's Right to Reject Bids:**

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

e. **Performance Bank Guarantee:**

The successful Bidder will have to furnish a Performance Bank Guarantee of 02 Lakh (Rupees Two Lakh) only or in shape of Demand Draft or Pay Order issued by any scheduled commercial bank in favor of the **GRIDCO** and payable at **Bhubaneswar**.

In case the successful bidder furnishes Performance Bank Guarantee (**Annexure – F**), it should cover the entire contract period with a claim period of additional two more months. The same shall be submitted by the agency during office hours to the DGM (HRD), GRIDCO, Janpath, Bhubaneswar – 751022.

- f. The rates of wages to be paid to the Manpower to be provided **shall not be less than the rates of minimum wages** notified by the Government of Odisha from time to time under the **Minimum Wages Act, 1948** and rules made there under.

- g. The Supervision/service charges should be quoted as percentage (%) of the wages by the bidder complying with the O.M. No. FIN-COD-RULE-0001-2018/19595/F dated 11.07.2023 of the Finance Department, Govt. of Odisha.

- h. (i) The bidder has the liberty to seek revision of rates of wages & statutory dues if the minimum wages and other statutory dues go on revision during operation of the agreement.

(ii) In the event of revision of minimum wages & statutory dues by the appropriate Government, the contractor will be liable to pay / deposit the

revised minimum wages / statutory dues from the effective date as notified. Upon such revision, the agency, if pays / deposits at such higher rate such differential amount arising out of revision in minimum wages / statutory dues shall be reimbursed by GRIDCO subject to submission of claims duly witnessed by the authorized representative of the Principal Employer & supporting documentary evidence.

- i. **Evaluation of Bid:** - The Tender shall be evaluated at GRIDCO, Corporate Office and the job may also be split among more than one Tenderer if considered necessary in the interest of the Corporation. GRIDCO may alter the number of manpower at the time of placing order.

It is very important that the bidder should clearly understand the scope and nature of work and places of posting before quoting. In case any error/mistake in assessment by the bidder, it cannot be rectified in future in the bidding process.

The Technical Bid shall be evaluated keeping in view the technical and financial criteria as per Clause 9. The Bidder/Tenderer must submit all valid and effective documents which form part of evaluation in the Technical Bid. In case the Bidder/Tenderer fails to attach valid and effective documents with the Technical Bid or no valid and effective documents are received with the Technical Bid, the Bid of the tenderer will be treated as non-responsive.

The Technical bids would first be taken into consideration by the Tender Evaluation Committee and only those bidders who qualify in the Technical bid would be considered for the opening of Price Bids. The bidder who quotes the lowest service charges (in terms of percentage of monthly wages) complying with the O.M. No. FIN-COD-RULE-0001-2018/19595/F dated 11.07.2023 of the Finance Department, Govt. of Odisha, shall be considered as the L1 bidder. In case the number of L-1 Bidders will be more than one, then GRIDCO reserves the right to select the Bidder based on previous work experience in similar assignments and other relevant criteria.

The lowest bidder (L1) in the price bid would be preferred for award of Contract. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the Committee for negotiation for execution of work at L-1 rate. Corporation Authorities reserves the right to distribute the work amongst other Bidders at L-1 rate without assigning any reason to the Lowest Offered Agencies for smooth operation of GRIDCO.

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## **SECTION-II**

### **TERMS & CONDITIONS**

#### **A. GENERAL TERMS & CONDITIONS:**

1. (i) The successful Bidder / Manpower Agency will be required to execute an agreement within 15 (fifteen) days of issue of work order with DGM (HRD), GRIDCO in a non-judicial stamp paper amounting to Rs. 100.00 (Rupees One Hundred only) before execution of work. The contract for providing the aforesaid services will be for three years from the actual date of agreement. This contract period can be extendable for a further period of one year on the basis of satisfactory performance & with mutual consent. The agreement is terminable by giving 30 days' notice from either side during the period of agreement or on completion of the agreement. In case of delay in executing the agreement by the successful bidder beyond 15 days of the award of the contract / work order, may make the letter of award / work order invalid and it stands terminated.  
  
(ii) The Bidder / Agency 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 permission of the Authority of GRIDCO.  
  
(iii) The requirement of the Manpower may further increase or decrease marginally, during the period of contract also and the Bidder / Agency would have to provide additional manpower services, if required, on the same terms and conditions.
2. The Bidder / Agency will be bound by the details furnished by it to the Authority of GRIDCO while submitting the tender or at subsequent stage. In case, any of such documents furnished by the Bidder / Agency is found incorrect, it would be deemed to as breach of contract & liable for legal action besides termination of the Agreement without notice and with forfeiture of Security Deposit.
3. The Authority of GRIDCO reserves the right to terminate the Agreement during initial period also after giving 01 (One) months' notice to the Bidder / Agency.
4. The **Bidder / Agency** shall nominate/arrange a **Supervisor** at his own cost who shall be responsible for immediate interaction with the **authority of GRIDCO** so that optimal services of the persons deployed could be availed without any disruption.
5. The entire financial liability in respect of Manpower deployed in GRIDCO will in no way be **liable to GRIDCO**.
6. The **Bidder / Agency** shall be solely responsible for the **redressal of grievances or resolution of disputes** relating to **Manpower deployed**. The **Authority of GRIDCO** shall, in no way, be responsible for settlement of such issues whatsoever.
7. The Authority of GRIDCO shall not be responsible for any financial loss or any injury to any Manpower deployed by the Bidder / Agency in the course of their performing the duties, or for payment towards any compensation.
8. The Manpower deployed by the Bidder / Agency should have good police records and no criminal case should be pending against them. The agency will issue the appointment letter and for all purposes they will remain the employee of the

agency only. The agency will transfer them to any other location of operation with written intimation to GRIDCO and one month of notice with suitable replacement.

9. The agency shall neither deploy nor withdraw any Manpower at any time without knowledge of DGM (HRD), GRIDCO, Bhubaneswar. In case of withdrawal / leaving of any deployed person due to resignation/termination/death or any other reason whatsoever the same needs to be substituted as per eligibility criteria. The Bidder / Agency shall provide a substitute well in advance if there occurs any probability of the Manpower leaving the job due to his own personal reasons. The delay in providing a substitute beyond five working days from the date of intimation to the firm /agency would attract a penalty @ Rs. 500/- per day on the agency.
10. The Agency shall replace immediately any of its personnel who is found unacceptable to GRIDCO because of security risk, incompetent, conflict of interest, improper conduct etc. upon receiving written complaint from the concerned official of GRIDCO. It will be the responsibility of the Agency to provide a suitable substitute within five working days. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 500/- per day per person on the agency.
11. The Manpower deployed by the Agency should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of GRIDCO. The **Bidder /Agency** shall be **responsible for any act of indiscipline on the part of the Manpower** deployed by the Agency.
12. In case of any loss to GRIDCO due to lapse on the part of the Manpower deployed, such loss will be borne by the Agency and in this connection, GRIDCO shall have the right to recover the loss by deducting appropriate amount from the bill of agency to make good of such loss to the GRIDCO besides imposition of penalty. In case of frequent lapses on the part of the Manpower deployed by the agency, GRIDCO shall be within its right to terminate the contract forthwith or take any other action without assigning any reason thereof.
13. The bidder/Agency shall also supply dress/uniforms and shoes to the deployed attendants at its own cost and expenses and can reimburse the same from GRIDCO.
14. The Bidder / Agency shall also install Biometric Attendance Machines for record of the attendance of the deployed personnel.

#### **B. PAYMENT TERMS & CONDITIONS:**

1. The agency shall maintain proper records of his Manpower attendance. A copy of the duty rotation duly signed, EPF (ECR & Transaction details) deposit proof, ESI (ECR & Transaction details) deposit proof shall be submitted along with invoice.
2. The wage of all Manpower deployed by the agency shall be made by the agency through Bank only and credited by 7<sup>th</sup> of the succeeding month. The Bank Account particulars of all the Manpower shall be submitted to the **DGM (HRD) GRIDCO**. The Bank account particulars of all the contractors' employees shall be submitted to GRIDCO. No Cash Payment is allowed.
3. The agency shall submit their Tax invoice as per the check list and certificate along with each Tax invoice to the effect that payment have been made to the employees as per the approved rate of wages, acquaintance roll and all Labour Laws / obligations have been complied.



4. The agency has to submit adequate documentary proof of payment of wages to the manpower deployed through Bank along with their attendance statement before submitting bill of service to GRIDCO for the first month.

For subsequent months, the agency has to submit adequate documentary proof of payment of wages, attendance statement for current month and proof of depositing EPF, ESI contribution and GST of preceding month to the concerned authority along with bills. Documentary proof of EPF, ESI contribution of preceding month should be in individual name of manpower deployed. The contractor will submit an affidavit that they have deposited the EPF and ESI Contribution of actual numbers of personnel in concerned authorities mentioned in the bill and all the manpower deployed have been issued with Wage Slip with full details in all respect as specified for the month they claimed for the payment.

5. The agency shall submit a **Check List for Statutory compliance** and certificate along with each bill to the effect that payments have been made to the deployed Manpower as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the agency has to submit adequate documentary proof of payment of wages through Bank, depositing of EPF (ECR & Transaction details), ESI (ECR & Transaction details) contribution and service tax/GST of preceding month to the concerned authority along with bills. Documentary proof of EPF (ECR & Transaction details), ESI (ECR & Transaction details) contribution should be in individual name of deployed Manpower. **It is the responsibility of the Firm /agency to issue wage slip to the Manpower with full details in all respect as specified for the month they claimed for the payment.**
6. The agency / contractor shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same.
7. The agency / contractor shall be solely liable for all payment/dues of the Manpower deployed by them. The agency shall fully indemnify GRIDCO all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non- compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work premises.
8. **Bill:** - The Man power Agency should submit the bill of service to the Officer-in-charge by **15<sup>th</sup>** of the succeeding month. The following documents are to be submitted along with the bill, in the absence of which, no payment shall be released:
  - i. Pay acquaintance duly received by the deployed personnel and duly signed by the Officer-in-charge on the body of the acquaintance. In case of payment of wages made through the bank account of concerned manpower, the copy of bank statement duly acknowledged by the bank and the proof of debit of the amount from the account of the agency may be duly certified by the Officer-In-Charge.
  - ii. Documents towards deposit of EPF & ESI (if applicable) of the previous month.

- iii. Certification of Officer-in-charge towards satisfactory performance.
  - iv. The Man power agency shall raise the bill, in triplicate along with attendance sheet duly verified by the Officer-in-charge in respect of the personnel deployed and submit the same to the authority by the 15<sup>th</sup> of the succeeding month. As far as possible, the payment will be released within 07 days of receipt of all documents in proper shape.
  - v. If required a requisite portion of the bill or whole of the bill amount shall be held up or appropriate penalty / fine may be imposed till submission of the proof of deposit of statutory dues of last month.
9. **No advance amount shall be paid to the bidder / agency. Payment of wages to the deployed personnel by the agency is no way linked with the release of pending bills of the contractor / agency by GRIDCO.**

### **CHECKLIST FOR STATUTORY COMPLIANCES BY THE AGENCY**

**Name of the Contractor / Agency: -**

**Work Order No. :**

**Bill for the month of : Date:**

<b>Sl. No.</b>	<b>Description</b>	<b>Status (Yes / No)</b>	<b>Remarks</b>
<b>01</b>	Labour License (Form -VI),(Validity & Date ) with License No.		
<b>02</b>	License Strength / Deployment Strength	LS: /DS:	
<b>03</b>	Muster Roll (Form – XIV of Orissa CL (R&A) Rules 1975 )		
<b>04</b>	Wage Sheet (Form – XV of Orissa CL (R&A) Rules 1975 )		
<b>05</b>	Actual Man days in the Bill		
<b>06</b>	Minimum Wages Payment		
<b>07</b>	EPF Contribution payment with Transaction ID No. (Wage month & Return month)		Date:
<b>08</b>	ESIC Contribution Payment with Transaction ID No. (Wage month & Return month)		Date:
<b>09</b>	Individual EPF Nos. list along with Payment details duly certified by the contractor along with downloaded Statement from EPF site (ECR).		
<b>10</b>	Individual ESIC Nos. list along with payment details duly certified by the contractor along with downloaded statement from ESIC site (ECR).		
<b>11</b>	Accident / Theft Report (if any)		
<b>12</b>	Details of wage processed and payment mode		
<b>13</b>	(A) No. of Outsourced employees' Wages Processed		
	(B) No. of outsourced employees paid through Bank		Date:
	(C) No. of Outsourced employees' Wages not paid with reason		
	(D) Acknowledgement copy of Bank Statement		
	Un-Paid Wages list – Last month		
<b>14</b>	National Holidays payment as and when it falls		
<b>15</b>	Insurance coverage (G_AP-5lacs)		

Certified that the under signed is solely liable for all payment / dues of the Manpower and timely complied deposit of Statutory Contribution of EPF & ESI against the guards deployed at \_\_\_\_\_ GRIDCO during the month & year of \_\_\_\_\_.

**Signature with seal of  
MD / Owner of the Agency**

### **C. LEGAL TERMS & CONDITIONS:**

#### **1. Labour License:**

- i. Before execution of work the agency/contractor shall obtain License in Form-VI under Rule 25 (1) of The Orissa contract labour (R &A) Rules 1975.
- ii. Agency/contractor shall apply for Form V to GRIDCO for obtaining valid labour license (if the number of workers deployed is 50 or more) from appropriate government (state Govt.) and submit the same immediately.
- iii. In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall notify the change in the number of workmen to licensing officer and obtain amended license accordingly.

#### **2. Insurance:**

The Manpower service provider shall be responsible for compensation to any of his workmen under the Employees' Compensation Act, 1923 during the period of contract. For this purpose, the agency may take an EC policy for the period of contract and submit the copy of the same to GRIDCO.

#### **3. Engagement Related:**

- i. The Agency shall submit the following to **DGM(HRD), GRIDCO:**
  - a. The detail profile of the Manpower to be deployed.
  - b. Character / Antecedent certificate issued by Appropriate Authority.
  - c. Copy of Appointment letter and Employment card issued by contractor/agency to his own worker (Form X as per Rule 75 (1) of Orissa Contract Labour (Regulation and Abolition) Rules, 1975). **Annexure-A.**
  - d. License in Form – VI under Rule 25 (1) of Orissa Contract Labour (Regulation and Abolition) Rules, 1975)
- ii. After submission of documents the contractor shall issue photo identity card to the outsourced (deployed) personnel and submit a copy of photo identity card of each deployed personnel to DGM(HRD), GRIDCO.
- iii. The Agency shall maintain a register of persons employed by him in the format prescribed under Rule 74 of Orissa Contract Labour (Regulation and Abolition) Rules 1975. A copy of this format is attached in **Annexure - B** (Form IX)
- iv. The Agency should take prior permission from the **DGM (HRD), GRIDCO** in case of replacement or engagement of Manpower if any.

#### **4. Attendance and Payment of Wages:**

The rate of wages to be paid to the manpower to be provided shall not be less than the rates of minimum wages with VDA notified by Govt. of Odisha from time to time under the Minimum Wages Act 1948 & rules made there under.

- i. Contractor / agency should maintain attendance register by recording daily

- attendance duly signed by both Agency/contractor and workmen (deployed personnel) in form XII, muster roll under Orissa CL(R&A) Rule, 1975.
- ii. Statement of Wages of worker (deployed personnel) deployed by him/her in form XIII under Orissa Contract Labour (Regulation and Abolition) Rule, 1975 shall be maintained by the Contractor / Agency.
  - iii. The Agency shall issue wages slip in Form XV under Rule 77 (2) of Orissa CL(R&A) Rule, 1975 at least a day prior to disbursement / remittance of wages.
  - iv. **Payment of wages to the deployed personnel by the agency is no way linked with the release of pending bills of the contractor/ agency by GRIDCO.**
  - v. There would be no increase in rates payable to the AGENCY during the Contract period. However, in case of revision of wages by the Appropriate Govt. for the applicable category of manpower deployed & the approved rate of wages per month is insufficient to accommodate the same dues, the agency may be allowed to reimburse the amount on account of above revision.

#### **5. Provident Fund:**

- i. The Agency shall get independent EPF code before deployment of Manpower against the contract.
- ii. The Agency shall allot PF account number, UAN number and get the nomination form, duly filled in, from each deployed Manpower by him at the time of deployment (engagement).
- iii. In case the person already has PF account number, allotted to him, previously, then the Agency shall get the transfer form filled up at the time of deployment (engagement) and send to the office of concerned Regional Provident Fund Commissioner Office.
- iv. The agency shall provide due assistance to the deployed personnel for withdrawal of PF amount, when due.
- v. The EPF contribution in respect of any employee shall be deposited on or before 15<sup>th</sup> day of the following month in which the wages fall due or as and when amended. The existing wage limit for coverage under EPF & MP Act, 1952 is Rs. 15,000/-.
- vi. The Agency shall submit annual returns in Form- 6A and Form- 3A, prescribed under the EPF scheme, 1952, in respect of each deployed personnel by him with a copy to DGM (HRD), GRIDCO.
- vii. The **contractor / Agency** shall furnish the **records / documents / ECR & transaction ID** in respect of Statutory Deposits against each **Manpower** to the **DGM (HRD), GRIDCO** as and when required, failing which the **Management** has every rights to **terminate the contract with one month notice** to that effect.

## **6. Employees State Insurance:**

- i.** The agency should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- ii.** At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- iii.** The agency shall facilitate collection of ESI cards for the insured persons.
- iv.** The existing wage limit for coverage under ESI Act, 1948 is Rs 21,000/- w.e.f 01.01.2017.
- v.** The ESI contribution in respect of each employee (deployed personnel) shall be deposited on or before 15<sup>th</sup> day of the following month in which the wages fall due or as and when amended.
- vi.** The Agency shall submit annual returns in Form-6 prescribed under ESI scheme 1952, of deployed personnel by him with a copy to DGM (HRD), GRIDCO.
- vii.** The **contractor / Agency** shall furnish the **records / documents / ECR & transaction ID** in respect of Statutory Deposits against each **Manpower** to the **Officer concerned of GRIDCO** as and when required, failing which the **Management** has every rights to **terminate the contract with one month notice** to that effect.

## **7. Other statutory payments:**

The Agency shall pay other statutory dues like Leave Encashment, (Leave with wages) Bonus, etc. as per provision of respective Acts & Rules. Upon payment of the amount to the deployed personnel same shall be reimbursed to the agency only after submission of details & Bills.

### **i. Bonus**

The agency shall be liable to pay statutory bonus under Payment of Bonus Act, 1965 and rules made there under as applicable for such contracts. The amount paid as bonus with all records / returns to be submitted to DGM (HRD), GRIDCO before 30<sup>th</sup> November of the year for reimbursement after verification.

### **ii. The contractor shall furnish the following Registers and forms as per Orissa contract Labour(R&A) Rules, 1975 for verification to the DGM (HRD) / DDO , GRIDCO.**

- a) Form IX- Register of Workmen employed by the agency/contractor. (Rule 74)
- b) Form X- Employment Card issued by agency/contractor. (Rule 75)
- c) Form XII- Register of Muster Roll. (Rule 77(2)(a))
- d) Form XIII- Register of Wages. (Rule 77(2)(a))
- e) Form XV- Wage Slip. (Rule 77(2)(b))
- f) Form XVI- Register of deduction for damages or loss. (Rule 77(2)(d))

- g) Form XVII- Register of fines. (Rule 77(2)(d))
- h) Form XVIII- Register of advances. (Rule 77(2)(d))
- i) Form XX- Return to be sent by the agency to licensing officer. (Rule 81)

## **8. Other terms and conditions under Legal Provisions**

- i.** For all intents and purposes, the Man power Agency shall be the 'Employer' within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Man power Agency shall not have any claim whatsoever like employer and employee relationship against the Department/Organization or office concerned and cannot claim any permanent or regularization.
- ii.** The **Manpower** deployed by the **Bidder / Agency** shall **not claim** nor shall be **entitled to pay, perks and other facilities admissible to regular / confirmed employees** during the currency or after expiry of the Agreement.
- iii.** In case of termination of this Agreement on its expiry or otherwise, the personnel deployed by the Manpower Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity whatsoever. **Undertaking from the person deployed to this effect shall be required to be submitted by the Bidder / Agency.**
- iv.** The agency will ensure the safety and health requirements of the personnel engaged by them. GRIDCO shall not be liable for any compensation whatsoever in the case of accident/injury to the person deployed by the agency. Agency shall pay all claims/compensation/damages/penalty/fine or any amount payable to the individual/authorities payable due to accident/injury to the person deployed by the agency and shall indemnify GRIDCO for any liability to pay under any applicable acts or rules and furnish duly signed indemnity bond (in Annexure E).
- v.** GRIDCO will not, in any manner be responsible for any act, omission or commission of the deployed personnel deployed by the agency and no claim in this respect will lie against GRIDCO. If such claim is made against GRIDCO by deployed personnel or his heirs, which GRIDCO is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the deployed personnel of the Agency working at GRIDCO premises or otherwise, the agency will be liable to indemnify/reimburse GRIDCO all the money paid in addition to the expenses incurred by him. The agency must indemnify and keep indemnified GRIDCO against all losses and claims for injuries or damage to any person or property whatsoever which may arising out of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- vi.** On completion of the Contract, security deposit will be released on submission of following certificates:
  - Completion of work and certification of payment of minimum wages to employees.
  - Certificate of compliance of all applicable labour laws from Statutory Compliance Branch, HRD Department.
  - Certificate of payment / remittance of bonus amount to the deployed personnel from HRD Department.
  - No dues certificate regarding GST payment & any other dues liable to be

remitted by agency under Financial Laws, from Finance Department.

- In case of non-satisfactory performance of the agency, GRIDCO shall have the right to forfeit the security deposit.

- vii.** In case, the Man power Agency fails to comply with any liability under appropriate law, and as a result thereof, the Authority of GRIDCO is put to any loss/ obligation, monetary or otherwise, the Authority of GRIDCO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Man power Agency, to the extent of the loss or obligation in monetary terms.  
The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and nonpayment of statutory dues. If any loss or damage is caused to the property of GRIDCO due to lapses on duty by the personnel deployed by the Agency, the same shall be recovered from the unpaid bills or adjusted from the security deposit or any deposits. In the event of loss is more than the Security deposit and unpaid bills, the Agency shall be liable to pay the excess amount.
- viii.** The Bidder / Agency shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of Manpower deployed with the Authority of GRIDCO. The Authority of GRIDCO shall have no liability in this regard.
- ix.** The Bidder / Agency shall also be liable for depositing all taxes and statutory dues etc. on account of service rendered by the Agency to the concerned tax collection and statutory authorities, from time to time, as per the rules and regulations in the matter. Self-attested photocopies of such documents shall be furnished by the firm/agency to the concerned Authority of GRICO.
- x.** The **Agreement** is **liable to be terminated** because of non-performance, deviation of terms and conditions of contract, non-payment of wages of deployed persons and non-payment of statutory dues. The **Authority of GRIDCO** will have no liability towards non-payment of wages to the Manpower deployed by the Bidder / Agency and the outstanding statutory dues of the Bidder / Agency to statutory authorities.
- xi.** Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties. In case the dispute cannot be settled amicably, the same may be referred to the Director (F & CA), Bhubaneswar whose decision shall be final and binding. Suits, if any arising out of the contract can be filed by either parties in a court of law at Bhubaneswar.
- xii.** The agency will keep GRIDCO indemnified against any claims/disputes arising between the agency and its Manpower deployed at various locations. The agency and the Manpower shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana held during the contract period and in the event of any such involvement of the Firm / Agency and their Manpower in such activities, action will be taken against the agency like removal of the agency from the list of the Manpower providers/such deployed personnel will not be taken further on duty/ contract will be terminated and consequential forfeiture of bid security already deposited against the contract.

## **9. Liquidated Damage (L D)**

If the service provider fails to provide uninterrupted service specified in the contract including any time extension granted thereto, GRIDCO shall recover from the service provider LD/ Penalty @ **0.5% of** the contract price for the



interrupted period for each calendar week interruption or part thereof and the total LD/ Penalty shall not exceed five per cent (5%) of the total contract.

#### **D. FINANCIAL TERMS & CONDITIONS:**

1. The **Technical Bid** should be accompanied with EMD of Rs. 01 Lakh (Rupees One Lakh) only in the form of Demand Draft/Pay Order or RTGS drawn on any scheduled bank in favour of GRIDCO payable at Bhubaneswar failing which the tender shall be out rightly rejected.
  - (i) The successful bidder / Agency will have to deposit Performance Bank Guarantee of Rs. 02 Lakh (Rupees Two Lakh) only or in shape of Demand Draft or Pay Order drawn on any scheduled commercial bank in favor of the GRIDCO and payable at Bhubaneswar. The Bank Guarantee (B.G) format has been provided in **Annexure – F** and the same should be issued from any scheduled commercial bank drawn in favor of GRIDCO, Bhubaneswar and payable / En-cashable at Bhubaneswar covering the contract period with a claim period of additional two more months. The same shall be submitted by the agency during office hour to the DGM (HRD), GRIDCO, Janpath, Bhubaneswar – 751022.
  - (ii) The BG is to be submitted within 15 days from the issue of LoI/ work order and signing of the Agreement.
  - (iii) In case of breach of any terms and conditions of the agreement, the **Security Deposit / Performance Bank Guarantee** of the Bidder / Agency shall be liable to be **forfeited/encashed** besides annulment of the Agreement.
2. The Bidder / Agency shall submit the monthly bill to the **D.G.M (HRD) in respect of Manpower deployed** after making payment to deployed personnel for the previous month along with the supporting documents within **15<sup>th</sup>** of the succeeding month. Change of place of deployment of deployed personnel is to be made as per requirement from time to time.
3. The Tax deduction at Source (T.D.S.) shall be deducted 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 D.D.O, GRIDCO.
4. Tax deduction under GST shall be made on intra-state transaction, if applicable.

#### **E. FORCE MAJEURE**

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

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

**F. OTHERS:**

1. The Authority of GRIDCO 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.
2. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
3. In case the dispute cannot be settled amicably, the same may be referred to the Director (F & CA), Bhubaneswar whose decision shall be final and binding. Suits, if any arising out of the contract can be filed by either parties in a court of law at Bhubaneswar.
4. The successful contractor / Agency will enter into an agreement with GRIDCO for deployment of suitable and qualified manpower as per requirement of GRIDCO on the above terms and conditions.

## **SECTION-III**

### **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by the Bidder / Agency for deployment with GRIDCO containing full details i.e. date of birth, blood group, marital status, address, educational Qualification, PF UAN number, ESI IP number, photograph, ID proof (Aadhar Card) etc. in soft & hard copy.
2. Copy of the License in Form-VI under Rule 25 (1) of The Orissa contract labour (R &A) Rules 1975.
3. Copy of Employment Card in Form – X under Rule 75 of The Orissa contract labour (R &A) Rules 1975.
4. Copy of Appointment letter with detailed terms & conditions issued by contractor/agency to his own worker.
5. The details of standard pattern of Uniforms supplied By the Bidder / Agency.
6. Character and Antecedent Certificate of each personnel to be deployed by the agency for providing above services issued by Appropriate Authority.
7. Copy of 1<sup>st</sup> page of S/B account of each deployed personnel.
- 8. There shall be a Contract for Services instead of Contract of Service for all practical purposes. The contractor shall make this clear to the deployed personnel and get an undertaking that he / she shall not have any claim for regular service in GRIDCO as a consequence of his / her deployment on outsourced basis and no representation on this behalf shall be entertained.**
9. Indemnity Bond in Annexure – E.
10. Performance Bank Guarantee as per Annexure – F (in case the successful bidder opted to submit BG in lieu of Demand Draft).
11. Security deposit as per Cl. – 2 (i) of financial terms & conditions.

## SECTION-IV

### TECHNICAL BID

#### **Providing Service of Manpower on Contract (Outsourced) basis**

TENDER SPECIFICATION NO. \_\_\_\_\_ GRIDCO \_\_\_\_\_ Dated \_\_\_\_\_

1. Name of the Bidder : \_\_\_\_\_
2. Name of the Proprietor / Partner /  
MD/Director : \_\_\_\_\_
3. Full Address of Registered : \_\_\_\_\_  
Office of the Bidder \_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
4. Full address of Operating : \_\_\_\_\_  
/ Branch Office of the Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
5. Name & telephone no. of : \_\_\_\_\_  
Authorized officer/person  
to liaise with GRIDCO, Corporate Office
6. Banker of the Bidder : \_\_\_\_\_  
(Enclose certified copy of statement of \_\_\_\_\_  
A/c for the last Two years) \_\_\_\_\_  
Telephone Number of Banker \_\_\_\_\_
7. PAN No. : \_\_\_\_\_  
(Enclose attested copy)
8. GST Registration No. : \_\_\_\_\_  
(Enclose attested copy)

9. E.P.F. Registration No. : \_\_\_\_\_  
(Enclose attested copy)

10. E.S.I. Registration No. : \_\_\_\_\_  
(Enclose attested copy)

11. Financial turnover of the Bidder by providing Manpower services only for the last three consecutive Financial Years (Audited Account only for providing Manpower):

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2020-21		
2021-22		
2022-23		

12. Details of the Three years' experience in providing minimum 50 Manpower in a year and out of which minimum 10 Manpower should be in a single contract in Govt. Department / PSU / reputed corporate house and Autonomous body etc. Including the ongoing contracts shall be filled up in Form T-4 & T-5 & enclosed with the Technical Bid (if the space provided is insufficient, a separate sheet may be attached). Copy of Labour Licenses in Form-VI under the Contract Labour (R&A) Act, 1970 in support of claim & certificate of Principal Employer regarding engagement of agency as Manpower service provider & satisfactorily execution of work shall be enclosed with the Technical Bid.

13. Additional information, if any:  
(Attach separate sheet if space provided is insufficient)

Date:

Place:

**Signature of authorized person**

**Name:**

**Seal:**

**FORM -T1: LETTER OF APPLICATION**

**(On the Bidders Letter Head)**

**[Location, Date]**

**To,**

**The DGM (HRD),  
GRIDCO, Janpath,  
Bhubaneswar-751022**

**Sub: -Providing Service of Manpower on Contract (Outsourced) basis.**

**Dear Madam / Sir,**

With reference to your tender dated \_\_\_\_\_, I have examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for the proposed service [Name of the Service]

1. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective original document. This Statement is made for the express purpose of engagement as the Contractor for the aforesaid Assignment.

2. I shall make available to the Authority any additional information if any deemed necessary or required.

**3. I acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.**

4. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I declare that:-

a. I have examined and have no reservations to the tender Document, including any Addendum issued by the Authority.

b. I do not have any conflict of interest in accordance with the prescriptions in the tender Document.

c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document.

d. I hereby certify that we have taken steps to ensure that in conformity with

the provisions of the tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I agree and understand that the proposal is subject to the provisions in the Tender Document. In no case, shall I / we have any claim or right of whatsoever nature if the Assignment is not awarded to me / us or our proposal is not opened or rejected.

7. I agree to keep this offer valid for 180 (one hundred eighty) Days from the proposal due date specified in the Tender Document.

8. In the event of my firm being selected as the Contractor, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

9. I agree and undertake to abide by all the terms and conditions in the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms in the Tender Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm Address

## **FORM -T2 INFORMATION ABOUT THE BIDDER**

### **A. BIDDER ORGANISATION**

1. State the Status of the Bidders Organization.

2. State the following

- Name of the Company/Firm/Agency:
- Country of incorporation :
- Registered Address :
- Year of Incorporation :
- Year of commencement of business :
- Principal place of business :
- GSTIN :
- PAN:
- Brief description about the Organization including details of its main lines of business:
  - a) Name :
  - b) Designation:
  - c) Address:
  - d) Phone No. :
  - e) Fax No. :
  - f) E-Mail Address:

3. Details of individual (s) who will serve as the point of contact / communication for AUTHORITY within the Firm/ Agency.

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No. :
- e) E-Mail Address:
- f) Fax No. :

Date:

Place:

**Signature of authorized person**

**Name:**

**Seal:**



### **FORM –T3: POWER OF ATTORNEY**

(On a Stamp Paper of relevant value)

#### **POWER OF ATTORNEY FOR AUTHORISED SIGNATORY**

Know all men by these present, we \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_(name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [Manpower Service].

We do hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney) Attested.

#### **Notes:**

1. To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the Procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case, the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the power of Attorney.

#### **FORM-T4: EXPERIENCE OF SIMILAR WORK**

Name of Bidder:

Details of Projects Undertaken / completed for providing Manpower service during the last three years. (Attach copy of Labour Licenses in Form-VI under the Contract Labour (R&A) Act, 1970 in support of claim & certificate of Principal Employer regarding engagement of agency as Manpower service provider & satisfactorily execution of work)

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Date of completion of assignment (for both completed and ongoing project)	Period of Service	Description of service provided	No of Manpower deployed/provided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Date:

**Signature of authorized person**

Place:

**Name:**

**Seal:**

### FORM -T5 : EXISTING COMMITMENTS

Current Contract commitments / works in progress:

Name of the Bidder:

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which and unqualified, full completion certificate has yet to be issued.

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Period of Service	Description of service provided	No of Manpower deployed/ provided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Date:

Place:

**Signature of authorized person**

**Name:**

**Seal:**

## **FORM – T6 ANTI COLLUSION CERTIFICATE**

### **(On letter head of Bidder)**

1. We certify that this proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under , or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work.

(i) (a) Communicate to any person other than the Authority / or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the proposal was necessary to obtain premium quotations required for the preparation of the proposal.

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other proposal or proposed proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs (i) and (ii) above have been or will be, made on the basis of compliance with the above, principles by all parties.

3. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the GRIDCO (Authority), that may impair the transparency, fairness and the progress of the manpower service process or to establish bid prices at artificial, non-competitive levels.

4. In this certificate, the word “person” includes any persons or anybody or association, corporation, “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not, and “the work” means the work in relation to which this proposal is made.

Dated this .....Days of .....2022

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....

### FORM – T7: FINANCIAL CAPABILITIES OF THE BIDDER

Bidders are required to complete the information in this form. The information supplied shall be the annual turnover of the Bidder, **in terms of the amount billed to clients for each year for work in progress or completed.**

<Name of Applicant >

#### FINANCIAL CAPACITY OF APPLICANT

Sl. No	Financial Year last 3 FYs	Financial Turnover from the similar service	Net Worth
(1)	(2)	(3)	(4)
1			
2			
3			

#### Certificate from the Statutory Auditor

This is to certify that (name of the Bidder) has received the payments shown in column 3 above against the respective years on account of providing Manpower service and has net worth as shown in column 4 above.

Date:

Place:

**Signature of the Statutory Auditor**

**Name:**

**Seal:**

**SECTION – V**  
**PRICE BID**

**For Providing Service of Manpower on Contract (Outsourced) basis**

TENDER SPECIFICATION NO. HRD, GRIDCO \_\_\_\_\_ Dated \_\_\_\_\_

1. Name of the Bidder:

2. Service Charges per person per month:

Sl No. (1)	Categories (2)	Monthly rate		
		Estimated Monthly wages along with fooding & other allowances excluding service charges & taxes (in Rs.) (3)	Service Charges / Commission (as percentage %) (4)	Total Rate Per month (excl. GST) in figures and words (5) = (3) X (4)
1	Data Entry Operator	<b>As mentioned above</b> INR 7,85,000/- p.m. (Rupees Seven Lakh Eighty Five Thousand)		
2	Attendant (Un –Skilled)			
3	Technical Personnel			
4	For Final Qualified Finance personnel			
5	For Inter Qualified Finance personnel & Legal Asst.			

- The Service Charges to be quoted should be mentioned in (%) percentage of the wages basis. The bid rate should not be less than the minimum service charges as per O.M. No. FIN-COD-RULE-0001-2018/19595/F dated 11.07.2023 of the Finance Department, Govt. of Odisha, failing which the bid will be treated as “Non responsive” and may be liable to rejection.
- Wages for any other category of manpower shall be as per decision of GRIDCO.
- Proper justification for the quoted value is to be given by the Agency/Tenderer in writing.

**Date:**

**Place:**

**Signature of authorized person**

**Full Name:**

**Seal:**

**NOTES:-**

1. The monthly remuneration (Fixed Consolidated) of the above manpower except attendant are as mentioned above. EPF, ESI shall be paid by the service provider and will be reimbursed by GRIDCO.
2. **For Attendants**, the rate of wages per month shall be calculated for 26 working days. However, the payment shall be made for each calendar month only on the basis of actual number of Manpower deployed & on actual days of attendance.
3. **GRIDCO shall pay the Service Charges at the accepted rate as quoted by the successful tenderer.** The Agency shall be responsible to bear all other expenses i.e. Office expenses, Uniform, Tax liability, Administrative overhead, overhead Operation etc. out of the paid Service Charges. **Hence the agency is advised to quote the Service Charges accordingly.**
4. The rate of wages includes employee share of EPF & ESI contributions.
5. The agency / service provider shall be solely responsible for compliance of the provisions of various labour and industrial laws such as wages, allowances, compensation, EPF, ESI, bonus etc. relating to the manpower to be deployed by them at the tender inviting Authority's locations.
6. The manpower deployed shall be required to report to work as per the office working hours. No extra remuneration shall be allowed to any Man power Personnel in the event of deployment of Man power personnel by the Agency beyond eight hours a day in exigencies of work. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions in a month, proportionate deduction from the remuneration for one day will be made.
7. Price bids in any other format other than the prescribed one will not be considered for evaluation.
8. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
9. The payment shall be made for each calendar month only on the basis of actual number of Manpower deployed & on actual days of attendance. The rates of wages to be paid to the Manpower to be provided **shall not be less than the rates of minimum wages** notified by the Government of Odisha from time to time for Semi-skilled/Skilled/Highly skilled (as applicable) categories under the **Minimum Wages Act, 1948** and rules made there under.
10. The payment of bonus, leave with wages shall be made by the agency as per respective statutory labour laws (As amended from time to time) and the agency may be allowed to reimburse the amount on account of above statutory obligations on submission of bills with supporting proof of documents.
11. Payments of all statutory dues are mandatory and should confirm to the relevant legal / statutory provisions in force.
12. The agency shall submit the copy of proof towards deposit of EPF (ECR & Transaction details) & ESI (ECR & Transaction details) contributions duly signed along with the invoice/Challan.
13. Good and Service Tax (GST) as per applicable rate shall be paid in accordance with the Rules on payment of GST as applicable.
14. GRIDCO will out-rightly reject the bids quoting extremely low, unworkable Service Charges (as per GRIDCO's observation) that may apparently not cover and justify the legitimate expenses of the bidder including other overhead

charges. Hence quoting of negligible amount by the agency towards Service charges shall be considered as irresponsible Bidder.

15. Risk & Cost: - In case the L-1 bidder does not take up the work/abandons in between, GRIDCO shall have the right to execute the work through another agency at the risk and cost of the former.

16. The Bidder shall **undertake** not to **sublet** the work to other Firm/Agency (s).

## **Financial Proposal Submission Form**

**(On the letterhead of the Bidder)**

**[Location, Date]**

**To,**

**The DGM (HRD)**

**GRIDCO, Janapath, Bhubaneswar – 751022.**

**Sub: Providing Manpower Services to GRIDCO**

**Dear Madam /Sir,**

I, the undersigned, is pleased to provide offer for Providing Manpower Service to GRIDCO, in accordance with your tender dated \_\_\_\_\_ and Technical Proposal. Our Financial Proposal is Rs. \_\_\_\_\_ (In Words \_\_\_\_\_) for Annual deployment of Manpower Cost for first year of contract and is exclusive of Goods & Services Tax (GST) as payable under the law.

Our Financial proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the proposal, i.e. 180 days from the date of opening of the tender.

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

Yours Sincerely,

Authorized Signature

(In full and initials)

Name and Title of Signatory:

Name of the firm

Address:



**ANNEXURE A**  
**FORM X**  
**(See Rule 75 of The Orissa contract labour (R &A) Rules 1975)**  
**Employment Card**

Name and Address of Firm/Agency/Contractor: \_\_\_\_\_

Nature of Work and Location of work: \_\_\_\_\_

Name and address of Establishment

In/under which contract is carried on: \_\_\_\_\_

Name and address of Principal

Employer : \_\_\_\_\_

1. Name of the workman: \_\_\_\_\_

2. Serial No. in the register of workmen employed: \_\_\_\_\_

3. Nature of employment/designation: \_\_\_\_\_

4. Wage Rate (with particulars of unit): \_\_\_\_\_

5. Wage Period: \_\_\_\_\_

6. Period of Deployment / Engagement: \_\_\_\_\_

7. Remarks: \_\_\_\_\_

Signature of Agency/Contractor

**ANNEXURE B****FORM IX****(See Rule 74 of The Orissa contract labour (R &A) Rules 1975)****Register of workmen employed by agency**

Name and address of Agency/Contractor: \_\_\_\_\_

Name and Location of work: \_\_\_\_\_

Name and address of Establishment \_\_\_\_\_

In/under which contract is carried on: \_\_\_\_\_

Name and address of Principal Employer: \_\_\_\_\_

Sl No	Name and Surname of Workmen	Age and Sex	Father's/ Husband's Name	Nature of employment\ designation	Permanent home address of workmen( village and Tahsil/Taluk and District)	Present Address	Date of commencement of employment	Date of termination of employment	Signature or thumb impression of workmen	Reason for termination	Remarks

**ANNEXURE C**  
**SELF-DECLARATION-NO BLACKLISTING**

(Date:                      )

**To,**  
**The DGM (HRD)**  
**GRIDCO, Bhubaneswar**

**Dear Madam,**

**Ref: Tender for Providing Services of Manpower on Contract (Outsourced) Basis.**

**In response to the Tender Document for providing Manpower services**

I/We hereby declare that presently our Company/ firm/Agency \_\_\_\_\_ 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/Agency \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons of 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 deposit** 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:**

**ANNEXURE D**  
**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

**Tender No:**

**To**

**The DGM (HRD)**

**GRIDCO, Bhubaneswar.**

Dear Madam,

Subject: Authorization for attending bid opening on.....

(Date) in the Tender for providing Manpower service on contract (outsourced) basis to GRIDCO (tender specification 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.

**ANNEXURE E**  
**INDEMNITY BOND**

THIS INDEMNITY BOND is made this .....day of .....,2022by \_\_\_\_\_(herein after called as “Firm/ Agency” which expression shall include its successors & permitted assigns) in favour of GRIDCO Limited, a Company incorporated under the Companies Act,1956/2013, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha , which expression shall include its successors & assigns). We,\_\_\_\_\_ having a registered office at \_\_\_\_\_ have entered into a contract with GRIDCO LIMITED, vide agreement dated \_\_\_\_\_ to provide Manpower on contract (outsourcing) basis for GRIDCO LIMITED , Odisha. We do hereby indemnify and keep harmless, GRIDCO 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 GRIDCO 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, GRIDCO 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:

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

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

This Guarantee Bond is executed this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022 by us the \_\_\_\_\_ Bank at  
\_\_\_\_\_ P.O. \_\_\_\_\_ P.S. \_\_\_\_\_  
District \_\_\_\_\_ State \_\_\_\_\_

1. WHEREAS GRIDCO LIMITED, a body corporate constituted under the Electricity Act, 2003 [hereinafter called "GRIDCO" which shall include its successors and assigns has placed orders No. \_\_\_\_\_ Date \_\_\_\_\_] [hereinafter called "The Agreement"] on M/s. \_\_\_\_\_ [Hereinafter called "Agency"] which shall include its successors & assigns for providing manpower service.

AND WHERE AS the Agency has agreed to provide Manpower service to GRIDCO in terms of the said agreement AND

WHEREAS GRIDCO has agreed [1] to exempt the Agency from making payment of Security [2] to release 100% payment of the cost of service as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Firm / Agency to GRIDCO, a Composite bank Guarantee of the value of Rs. 02 Lakh (Rupees Two Lakh) only of the said agreement.

NOW THEREFORE, in consideration of GRIDCO having agreed [1] to exempt the Agency from making payment of Security [2] releasing 100% payment to the Firm / Agency and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the \_\_\_\_\_ [Bank] [hereinafter referred to as 'the Bank'] do hereby undertake to pay to GRIDCO an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] against any loss or damage caused to or suffered by or would be caused to or suffered by GRIDCO by reason of any breach by the said Agency [s] of any of the terms or conditions contained, in the said agreement.

2. We the ( \_\_\_\_\_ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from GRIDCO stating that the amount claimed is due by way of loss or damage caused to or suffered by GRIDCO by reason of any breach by the said Firm / Agency [s] of any of the terms or conditions, contained in the said agreement or by reason of the Firm / Agency's failure to perform the said agreement. 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 \_\_\_\_\_]
3. We the \_\_\_\_\_ Bank} also undertake to pay to GRIDCO any money so demanded not withstanding any dispute or disputes raised by the Firm / Agency [s] 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 Agency [s] shall have no claim against us for making such payment.

4. We, (\_\_\_\_\_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 agreement and that it shall continue to do so enforceable till all the dues of GRIDCO under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, GRIDCO LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Firm / Agency [s] and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the [Date\_\_\_\_\_], we shall be discharged from all liability under this guarantee thereafter.

5. We,(\_\_\_\_\_Bank) further agree that GRIDCO 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 Firm / Agency and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Firm / Agency or for any forbearance, act or omission on the part of GRIDCO or any indulgence by GRIDCO to the said Firm / Agency [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and The Firm / Agency [s].

7. We,[\_\_\_\_\_Bank] lastly undertake not to revoke this guarantee during its \_\_\_\_\_ currency except with the previous consent of GRIDCO in writing.

8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be invokable at our place of business at Branch of Bhubaneswar in the state of Odisha. [Indicate the name of the Bank& Branch]

'Notwithstanding anything contained herein above'

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

b) This bank Guarantee shall be valid up to\_\_\_\_\_.

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

Date at \_\_\_\_\_the, \_\_\_\_\_day of 20\_\_\_\_\_.

**For**\_\_\_\_\_

**[Indicate the name of Bank]**

Witness (Name, Signature & Address)

i.

ii.

**Annexure-G**

**AFFIDAVIT OF BIDDER**

BEFORE Sri/ ....., Notary, At-.....  
.....

**Affidavit**

WHEREAS the GRIDCO Ltd., Bhubaneswar has floated its Tender No.....inviting bids  
from eligible bidder to execute the work of .....

AND WHEREAS M/s .....(briefly  
"Bidder")

has offered its bid on .....in response to the said Tender  
No.....of GRIDCO expressing its interest to execute the work as  
specified therein.

AND WHEREAS the said Tender No..... of GRIDCO requires the Bidder to  
solemnly affirm the correctness of the document and information furnished in its bid,  
so offered to GRIDCO.

NOW THEREFORE, in response to the requirement, the Tender No.....  
..... of GRIDCO, and having been duly authorized by the Bidder, I Sri/  
Mrs. .... aged about ..... years, Son/Daughter/Wife of Sri/Mrs.  
....., at present working as..... of  
M/s..... (The Bidder) do hereby solemnly affirm and state as  
follows:

1. That I am competent and have been duly authorized by the Bidder  
M/s..... to swear this affidavit on its behalf.
2. That the documents and information furnished by the Bidder in its bid offered in  
respect to the said Tender No.....of GRIDCO are true and  
correct.
3. That in the event any document and information as furnished by the Bidder in  
response to the said Tender No of GRIDCO is found/ considered by GRIDCO at  
any time as to be not correct/ wrong, GRIDCO shall be competent and at liberty  
without any show cause to the Bidder to terminate its contract/ agreement With  
the Bidder, if any.
4. The GRIDCO shall also be competent, without any reference to the Bidder, to black  
list the Bidder and debar the Bidder from participating in any other Tender of  
GRIDCO pursuant to its consideration/ finding that the Bidder has furnished any  
incorrect/ wrong document and information tendered/made pursuant to Tender No



of GRIDCO.

5. That the affirmation made herein above is/are correct and true and nothing Stated herein is false.

Identified by

**DEPONENT**

**ADVOCATE**

## **Annexure-H**

### **CONTRACT AGREEMENT – DRAFT**

(To be executed on non-judicial stamp paper)

THIS CONTRACT Agreement is made on the .....Day of -----, between, The GRIDCO Ltd., a company incorporated and existing in accordance with the Companies Act, 1956/2013 having its registered office at Janpath, Bhubaneswar – 751022 through its Authorised Signatories (hereinafter referred to as “First Party” which expression shall unless be repugnant to the context include its successors and assigns of one part.

AND

M/s\_\_\_\_\_ Regd. Under the..... Act having a valid license from the Competent Authority of the Govt. of Odisha with an office situated at.....through its Authorised Officer competent to execute this Agreement on behalf of the Labour Contractor/Firm (hereinafter referred to as “Second Party”) which expression shall unless be repugnant to the context include its successors and assigns of other party.

Whereas GRIDCO as First Party floated a Tender Notice for the selection of a bonafide Labour Contractor/Firm in the Odiya Daily Newspaper dtd..... for the deployment of the different categories of Manpowers at their Corporate Office, Bhubaneswar-22.

Whereas after verification of the Tender documents the M/s.....qualified as such for performing the contract to provide the manpower service to the First Party, GRIDCO.

Accordingly, the above named parties hereto agreed to execute this “contract for providing of Manpower Services Agreement” under the following terms and conditions:

NOW THE AGREEMENT WITNESSTH AS FOLLOWS:

### **TERMS & CONDITIONS**

- 1. Scope of work:** The scope of work includes providing manpower services for different categories on contract (outsourced) basis for GRIDCO, Corporate Office, Bhubaneswar.
  - I.** The contract for providing aforesaid service will initially be for a period of 3 (three) years from actual date of agreement and further extension for a further period on the basis of satisfactory performance & with mutual consent.
  - II.** GRIDCO has tentative requirement for Manpower. The requirement may increase/decrease as per requirement of the Corporation.
  - III.** The approximate no. of Manpower (Data Entry Operators & Attendants etc) requirement is as follows:-

Sl No	Category	Approximate nos. of requirement	Monthly Wages along with fooding & other allowances per person excluding service charges & taxes (in Rs.)
1	<b>Data Entry Operator (DEO)</b>		
	Category-A (Skilled) (having 1- 5 years of Experience)	17	14000
	Category-B (Highly Skilled) (having experience of >5 yrs upto 10 yrs)		16500
	Category-C (Highly Skilled) (having experience of >10 yrs upto 15 yrs)		17000
	Category-D (Highly Skilled) (having experience of >15 yrs upto 20 yrs)		17500
	Category-E (Highly Skilled) (having experience of >20 yrs)		18000
2	<b>Office Attendant (Semi-skilled)</b>	13	At the rate of minimum wages with VDA as notified from time to time for semi-Skilled Category.
3	<b>Driver</b>	2	16,000
4	<b>Technical Personnel</b>	1	31,500
5	<b>For Final Qualified Finance personnel</b>	2	27,500
6	<b>For Inter Qualified Finance personnel &amp; Legal Asst.</b>	4	22,000

\*\* The remunerations mentioned above are the existing monthly remuneration.

## 2. SPECIFICATION OF PERSONNEL TO BE DEPLOYED:

Detail specification of personnel to be deployed are as follows:

### a. Minimum Educational Qualification / Age Limit / physical Standard:

Sl No	Category of Manpower	Qualification & Experience	Age limit
1	DEO	Graduate in any discipline with one year Diploma in Computer Application or equivalent from a recognized institution, having knowledge with data entry operation using Window, MS office environment (MS Word, Excel, Power Point etc), Internet application and should have at least 1	

		year experience in similar type of work.	Minimum: 18 years & Maximum: 57 years
2	Attendant	Literate and Able to read and write in Oriya and English language.	
3	Technical Personnel	B.Tech (Elect.)	
4	For Final Qualified Finance personnel	Cost and Management Accountant / Chartered accountant	
5	For Inter Qualified Finance personnel & Legal Asst.	Inter Cost & Management Accountant (Inter) / chartered accountant(Inter)  For Legal Asst.- LLB	

**(b) Verification of suitability of the candidates before deployment:**

- i. The personnel deployed will be well dressed as per the dress code prescribed by the Manpower service provider with Identity card.
- ii. List of Manpower short listed by the Firm for deployment containing full details i.e. date of birth, marital status, address, educational qualification etc. shall be submitted.
- iii. Copies of certificates about required qualifications of individual persons shall be submitted by the Agency before deployment.
- iv. There shall be a Contract for Services instead of Contract of Service for all practical purposes. The contractor shall make this clear to the deployed personnel and get an undertaking that he / she shall not have any claim for permanent service in GRIDCO as a consequence of his / her deployment on outsourced basis and no representation on this behalf shall be entertained.

**3. RATE OF CONTRACTS FOR PROVIDING MANPOWER**

The approved rate of contract for providing manpower under GRIDCO, Corporate Office, Bhubaneswar is annexed herewith. The said rates are "FIRM" and shall remain valid during the entire contract period and shall not be subject to any escalation. Further, the approved rates given in the Annexure-I shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken by the firm in executing and providing manpower to the GRIDCO.

**4. RESPONSIBILITY (Liabilities):**

The firm shall be responsible for the following while providing Manpower during the contract period.

- a) The working hours of each personnel so deployed by the Firm is 07:30 (seven hours & thirty minutes) from 10.00 AM to 05.30 PM on all working days with

half an hour lunch break from 01.30 PM to 02.00 PM. Besides that, GRIDCO reserves the right to call for any personnel to attend Office on Sunday or Holiday and for such purposes, equivalent Offs will be provided but no additional payment shall be given by the GRIDCO.

- b) All personnel deployed by the Firm shall report for official duty at 10.00 AM to the concerned Reporting Officer and remain in Office up to 5.30 PM. Failure of reporting beyond the above time and leaving office prior to 5.30 P.M consecutively for 3 (Three) days shall be treated as absent from duty and one day wage of the concerned person shall be deducted from the monthly bill.
- c) In case, the person engaged by the Firm, commits any act of omission/ commission that amounts to misconduct / indiscipline / incompetence / indulging any criminal activities, the Firm shall be liable to take appropriate action against such person, including their removal from the official site where he is deployed. Further, if any person, provided by the Firm is found unfit for the work/unacceptable to the Office because of security risk, incompetence, conflict of interest, improper conduct etc. then the Firm shall replace the same person immediately.
- d) For all intents and purpose, the Firm (SP) shall be the "Employer" within the meaning of different Labour Legislation. Such personnel provide by the Firm shall have no claims of Master & Servant relationship nor have any Principal & Agent relationship upon GRIDCO (FP) at any point of time..
- e) The persons provided by Firm (SP) have no rights to ventilate their grievances to the GRIDCO Authority directly. They cannot also form any Union / Association or be a Member of the Regd. Trade Union functioning under GRIDCO for the purpose of presentation of their demands before the GRIDCO Authority (FP).
- f) The personnel deployed by the Firm (SP) shall have no rights to claim for pay, perks, leave and other facilities admissible to employees of GRIDCO during the contract period.
- g) In case of termination of this contract or its expiry or otherwise, the persons deployed by the Firm (SP), shall have no claim with GRIDCO for any absorption nor for any relaxation for absorption in the regular / any other capacity in the Office.
- h) In case of any loss, theft, fraud or damages happened with GRIDCO (FP) property during the contract period due to negligence of any person provided by the firm, the equivalent cost shall be recovered from the pending Bills or Security Deposit amount and if the cost is more than the amount of Pending Bills or Security Deposit, as the case may be, the Firm shall be liable to pay the balance amount.
- i) That both the party of this contract agreement represent and undertake that they are fully competent and authorized to enter this agreement and their respective signatories are duly authorized to execute this agreement on behalf of them.
- j) The Firm also undertakes to keep fully secret and confidential the information received by him/his personnel from GRIDCO during continuance of this Agreement and also thereafter.

## **5. (A) Duration of Contract:**

The contract for providing manpower is valid initially for a period of 03 (three) Years from the date of award of service contract, i.e. w.e.f. dated ..... to .....This contract period can be extendable for a further period on the basis of satisfactory performance & with mutual consent.

**(B) Conditions for Termination of Contract:**

The Management of GRIDCO, reserves the right to terminate the contract by giving **01 (One) months' Notice** to the selected Firm / Agency (s).

**(C) Performance Bank Guarantee :**

The firm shall deposit Performance Bank Guarantee of 02 Lakh (Rupees Two Lakh) only or in shape of Demand Draft or Pay Order issued by any scheduled commercial bank in favor of the **GRIDCO** and payable at **Bhubaneswar** covering the contract period and an additional period of two months. The same shall be submitted by the agency during office hour to the DDO, GRIDCO, Bhubaneswar - 751022.

**6. COMPLIANCE OF STATUTORY PROVISIONS:**

- 6.1 Original and certified copy of Registration of the Firm, Labour License under the Contract Labour (Regulation and Abolition) Act 1970, EPF & ESI Registration certificate & GST certification obtain from the Appropriate Authority shall be submitted to the undersigned within Seven days from the date of acceptance of work order for verification and the Original Certificate shall be returned after verification.
- 6.2 Production of deposit Challans in respect of Employee & Employer contribution towards EPF & ESI with the appropriate Authority shall be submitted in every month along with the monthly bills is mandatory, failing which the Bill shall not be processed for pass and payment.
- 6.3 The Firm shall be exclusively responsible for payment of Wages, Leave Salary & Bonus to the staff deployed under GRIDCO. For this purpose the relevant Act & Rules shall be strictly followed by the Firm and any deviation detected by the appropriate authority at any point of time shall also be complied by the Firm. GRIDCO is no way responsible for this purpose.
- 6.4 The Firm has to comply all the provisions stipulated in the Act and Rules of Labour Legislation as indicated in the Tender Brochure.
- 6.5 Follow up of all the statutory requirements and compliance thereof is the sole responsibility of the Firm.
- 6.6 GRIDCO reserves the right to call for documents related with Labour Laws for verification at any time. If the Firm fails to submit the same before the Officer-in-charge concerned in due time or in case of detection of violation to that effect, shall be viewed seriously and the action to the extent, of imposing any penalty or terminating the contract of the Firm shall be instituted.

**7. TERMS OF PAYMENT:**

The Firm has to submit adequate documentary proof of payment of wages to the manpower deployed through Bank along with their attendance statement before submitting bill of service to GRIDCO for the first month. For subsequent months, the Firm has to submit adequate documentary proof of payment of wages, attendance statement and proof for depositing EPF, ESI contribution and GST of preceding month to the concerned authority along with bills. Documentary proof of EPF, ESI contribution should be in individual name of manpower deployed.

The Firm has to raise the bill in triplicate along with attendance sheet, duly verified by the Reporting Officers, to the Controlling Officer in respect of the person provided to the GRIDCO by 15<sup>th</sup> of the succeeding month. The following documents are also to be submitted along with the Bill in the absence of which no payments shall be released.

- a. Bank statement of remuneration credited in the bank A/C of outsourced personnel.
- b. Documents towards deposit of EPF & ESI along with a certificate of the firm to the effect that EPF & ESI contribution of the persons engaged in the GRIDCO on job contract basis, pertaining, to the previous month, has been deposited in respective statutory Authority.
- c. The claims in Bills regarding ESI, EPF and GST etc. should be necessarily accompanied with the documentary proof pertaining to concerned monthly bill. A requisite portion of the Bill or whole of the Bill amount shall be held up till such proof is furnished, at the discretion of GRIDCO.
- d. The firm shall raise the Bill for leave salary and Bonus as per provisions stipulated in the Contract Labour (Regulation and Abolition) Act 1970, payment of Bonus Act, 1965 respectively at the end of each year.
- e. Payment shall be made in shape of A/c Payee Cheque in favour of the firm within 15 (Fifteen) days of receipt of correct Bill duly verified by the concerned Officer – in-Charge.
- f. In case of non-deposition of EPF & ESI by the Firm, the same shall be deducted from his running Bill in order to deposit the same with the appropriate Authority on behalf of the Firm.
- g. TDS, as applicable, shall be deducted from the running Bill of the Firm.
- h. GST paid by the Firm for the purpose shall be reimbursed on production of documentary proof / evidence.
- i. In case of any complaint of non-fulfillment of any obligation under the contract. the officer-in-charge reserves the right to withhold payments due to the Firm, if any or withhold the amounts likely to fall due to the Firm (but without obligation to do so to make such payments) as it may be considered necessary or to recover from the Security Deposit.
- j. The Firm shall submit the monthly bill to the D.G.M (HRD) in respect of Manpower deployed after making payment to deployed personnel for the previous month along with the supporting documents within 15<sup>th</sup> of the succeeding month

#### **8. OFFICER -IN-CHARGE**

DGM (HRD), GRIDCO is the Officer-in-charge for this work.

#### **9. PAYING OFFICER:**

D.D.O. GRIDCO, Bhubaneswar shall be the Paying Officer.

#### **10. PENALTY**

If the services undertaken by the Firm is not up to satisfaction of the Competent Authority then

- a. Full or part of the payment of the bill shall be withheld / deducted from the monthly Bill or the Security Deposit as the case may be without any notice or
- b. The Authority may terminate the contract at any time without giving any reason / notice

Further, in the event of any person leaving the job due to his/her personal reasons, the Firm shall provide a suitable substitute immediately in due consultation with the Competent Authority.

**11. LEGAL OBLIGATIONS:**

- 11.1 The Firm shall provide the details of bio-data including recent Passport size photograph, proof of age, proof of academic qualification, identity card bearing recent passport photograph etc. of personnel to be provided for the purpose.
- 11.2 No person below 18 years of age will be engaged.
- 11.3 The Firm shall comply with the provisions of the Minimum Wages Act 1948, The Employers Liability Act 1938, The Employees Compensation Act 1923, The Industrial Dispute Act 1947, The Maternity Benefit Act 1961, The Employees Provident Fund miscellaneous Provisions Act 1952, The Contract Labour (regulation and abolition) Act 1970, Payment of Bonus Act, 1965 & The Child Labour (Prohibition & Regulation) Act 1986, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 11.4 The Firm shall recruit his own personnel in order to provide the man power to GRIDCO on job contract basis. They will not be treated as GRIDCO staff for any purpose whatsoever and facilities / benefits applicable to GRIDCO staff will not be applicable to them. The Firm shall be responsible for strict compliance of all statutory provisions of the relevant Labour Laws applicable from time and particularly for carrying out the awarded job. If GRIDCO is made liable to meet any obligation under any of the said Laws and enactments etc. for any reason whatsoever, the same shall be recovered from his Security Deposit or from the bills payable to him or failing which it shall be recovered as per law. It is made clear that the Service Provider shall have PF Account Number allotted by RPFC and extend PF benefits as provided under EPF Scheme, 1952 to each and entire personnel provided to GRIDCO. He shall also allow ESI Provisions to personnel deployed in GRIDCO.
- 11.5 The Firm shall not pay less than minimum wages to the employees notified by Government of Odisha from time to time under the Minimum Wages Act and Rules.
- 11.6 Payment to the personnel provided by the Firm shall be disbursed before 7<sup>th</sup> day of every month in presence of officer-in-charge or his duly authorized representative irrespective of whether the bill for the service rendered has been paid by GRIDCO, or not. The Officer-in-charge shall certify on the payment sheet /register for fulfillment of provision of Law.
- 11.7 Besides Wages, PF and ESI Contributions, Annual leave, Holiday wages etc shall be paid to the employee engaged by the firm as per statutory provisions.
- 11.8 The firm shall maintain all Statutory Registers under the applicable law and the same shall be produced on demand before the GRIDCO Authority or any other Appropriate Statutory Authority for verification and its compliance also.
- 11.9 GRIDCO has every right to call for the original Documents from the firm for verification with the documents submitted with the monthly bill. If anything is found wrong, false or fabricated, then the contract shall be terminated and the security Deposit of firm shall also be forfeited.



- 11.10 The firm shall exclusively be responsible for payment of compensation under the Employee's Compensation Act, 1923 to the personnel provided to GRIDCO. The Firm will take insurance policies of sufficient amounts to cover himself against third party risk. Employees Compensation Act and keep GRIDCO indemnified and continuously keep indemnified till the end of contract.
- 11.11 The Firm 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 Employers contributions with the appropriate Authority every month regularly in respect of the personnel provided by him in his own PF & ESI number.
- 11.12 Any failure by GRIDCO at any time or from time to time to enforce or require strict keeping and performance of any of the terms and conditions of agreement, or to exercise a right hereunder shall not constitute a waiver of such terms and conditions or rights and shall not affect or impair the same or the right of the Company any time to avail itself of the same.

## **12. FORCE MAJEURE**

In case GRIDCO does not require services of personnel provided by the Firm, due to unforeseen and unavoidable events beyond the control of the GRIDCO, the Firm will not be paid any remuneration for such period. However, for services already provided before force majeure sets in, GRIDCO shall be obliged to pay for such services subject to other conditions under the contract.

## **13. DISPUTE SETTLEMENT**

Any dispute or difference arising out of the contract shall be mutually settled out. In case of any disagreement to such settlement, the decision of MD, GRIDCO or his Authorised representative shall be final & binding.

## **14. TERMINATION OF CONTRACT:**

The Management of GRIDCO, reserves the right to terminate the contract without assigning any reason thereof at any time during the period of the contract by giving 01 (One) months' notice in the interest of GRIDCO under existing circumstances. Also, in case of failure on the part of the Firm for fulfilling any contractual obligation, the officer-in-charge reserves the right to terminate the contract by issuing 01 (One) months' notice in which case Security Deposit shall stand forfeited and be absolutely at the disposal of Officer-in-charge.

## **15. LEGAL JURISDICTION:**

Civil Court at Bhubaneswar shall have the exclusive/full jurisdiction to try any dispute arising out of breach of any terms and conditions of the Agreement.

## **16. ACKNOWLEDGEMENT:**

The firm shall submit copy of this Agreement duly stamped and signed by authorised representative of the firm in each page as a token of acceptance within seven (07) days from the date of issue of this order.

- 17. EXECUTION OF CONTRACT AGREEMENT:** The firm shall be required to execute an agreement in Non-Judicial Stamp paper of Rs.100 (Rupees One Hundred before execution of the work in the prescribed format.