



ODISHA POWER TRANSMISSION CORPORATION LIMITED

**OFFICE OF THE GENERAL MANAGER
E.H.T (O&M) CIRCLE, CUTTACK**

TEL NO06712300226 FAX NO. 06712300547

**TENDER SPECIFICATION NO:
GM-EHTM-CTC/E- TENDER/ AMC S.Y.CLEAN /19/2013-14**

FOR

**ANNUAL MAINTENANCE CONTRACT FOR SWITCH YARD CLEANING OF VARIOUS GRID SUBSTATIONS
UNDER E.H.T. (O&M) DIVISION , BHUBANESWAR (LOT-1) AND CHOUDWAR (LOT-2)
UNDER EHT (O&M) CIRCLE, CUTTACK , OPTCL**

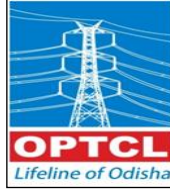
**SECTION-I - INSTRUCTION TO BIDDERS
SECTION-II - GENERAL CONDITIONS OF CONTRACT
SECTION-III - LIST OF ANNEXURES
SECTION-IV - PRICE BID & TECHNO COMMERCIAL BID**

Request for online tender documents – From dt- 01.02.2014(11.00 Hrs) to dt-15.02.2014(11.00 Hrs)

Issue of online tender documents- From dt-01.02.2014 (11.01 Hrs) to dt-15.02.2014(11.01 Hrs)

Last date of submission of online tender – up to dt-15.02.2014(15.00 Hrs)

Date of opening of Tender - dt. 17.02.2014(11.00 Hrs)



ODISHA POWER TRANSMISSION CORPORATION LTD.,
OFFICE OF THE GENERALMANAGER (ELECT.)
EHT (O & M) CIRCLE, CUTTACK – 753008, DIST- CUTTACK
ODISHA, INDIA.

e-TENDER NOTICE NO: CTC-19 / 2013-14

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., General Manager, EHT (O&M) Circle, Cuttack invites Tenders from reputed bidders having **Civil and H.T/MV contractor license** (both) issued by Govt. of Odisha/railways/ Military for the work of "Annual maintenance contract for **uprooting & cleaning of grass, wild shrubs including cutting of bushes, trees and unwanted plants within the premises of different Grid sub-stations under EHT,(O&M), Division, Bhubaneswar (LOT 1) & EHT,(O&M), Division, Choudwar (LOT 2)**" in single part bidding system. The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from 01.02.2014 (11.00 Hrs) up to 15.02.2014 (11.00 Hrs). Interested contractors may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

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

GENERAL MANAGER (Elect.)

E.H.T.(O&M) Circle, OPTCL, Cuttack



NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD.,
OFFICE OF THE GENERALMANAGER (ELECT.)
EHT (O & M) CIRCLE, CUTTACK – 753008, DIST- CUTTACK
ODISHA, INDIA.

e-TENDER NOTICE NO: CTC - 19/2013-14.

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

Sl No	Tender Specification No	Description of works	Qty. In sq mtr	INDIAN RUPEES			Last date of submission & Date of opening of Tender
				Earnest Money Deposit	Cost of Tender Spec. Document	Tender Processing Fee	
	GM-EHTM-CTC/ E- TENDER/ AMC S.Y.CLEAN/ 19/2013-14.	Annual maintenance contract for uprooting & cleaning of grass,wild shrubs including cutting of bushes, trees and unwanted plants within the premises of different Grid sub-stations under EHT,(O&M),Division, Bhubaneswar(LOT-1) and Choudwar (LOT-2).					up to dt- 15.02.2014 (15.00 Hrs) & Dt- 17.02.2014 at 11.00 hrs
1	LOT-1	AMC for cleaning of 9 nos. grid substations under EHT (O&M) Division Bhubaneswar Chandaka Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	19800 3000 13000	Rs 18670/-	Rs.6000/ + Rs.300/- (VAT) = Rs 6300/-	(1867.5 + Rs 230.80 paise ST @12.36 %)= Rs.2098	

2		Bhubaneswar Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	10160 2260 2000			/-	
3		<u>Kesura</u> Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	0 976 4570				
4		<u>Ransingpur</u> Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	800 1500 7500				
5		<u>Khurda</u> Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	3890 1400 8950				
6		<u>Puri</u> Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	6190 1000 2600				
7		<u>Nimapada</u> Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	3866 370 1500				
8		<u>Mendhasal</u> Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	7600 3768 2485				
9		<u>Nayagad</u> Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	9380 1700 9581				
	LOT-2	AMC for cleaning of 12 nos grid substations under EHT (O&M) Division CHOUDWAR		Rs 29000/-	Rs.6000/ + Rs.300/- (VAT) = Rs 6300/-	Rs 2900/- +Rs 358/- (Service Tax)= Rs	
1		Bidanasi Metalled Area: Non Metal Area up to 5	19516				

		mtr: Area beyond 5 mtr:	2030 17500			3258/-	
2		Cuttack Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	0 1335 4416				
3		Choudwar Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	2315 944 390				
4		Chandikhhol Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	6481 5108 4270				
5		ICCL Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	3162 705 0				
6		Jagatsinghpur Metalled Area: Non Metal Area up to 5 mtr: Area beyond 5 mtr:	4437 0 11760				
7		Kendrapara Metalled Area: Non Metal Area up to 5	5605				

		mtr:	1124				
		Area beyond 5 mtr:	5863				
8		Nuapatana					
		Metalled Area:	4906				
		Non Metal Area up to 5 mtr:	1610				
		Area beyond 5 mtr:	23463				
9		Paradeep					
		Metalled Area:	22135				
		Non Metal Area up to 5 mtr:	16000				
		Area beyond 5 mtr:	10590				
10		Pattamundai					
		Metalled Area:	5100				
		Non Metal Area up to 5 mtr:	1560				
		Area beyond 5 mtr:	13350				
11		Phulnakhara					
		Metalled Area:	5489				
		Non Metal Area up to 5 mtr:	900				
		Area beyond 5 mtr:	1015				
12		Salepur					
		Metalled Area:	4008				
		Non Metal Area up to 5 mtr:	1235				
		Area beyond 5 mtr:	5964				

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

The bidders who want to submit bid shall have to pay the tender paper cost (separately for each Lot) as mentioned above (non refundable) including VAT @ 5% in the form of Demand draft drawn in favour of EHT (O&M) Circle, OPTCL Cuttack at the office of the undersigned on or before the last date & time of submission of tender.

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

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

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

**GENERAL MANAGER (Elect.)
E.H.T. (O&M) CIRCLE, CUTTACK**

COMMERCIAL SPECIFICATION.

SECTION-I

INSTRUCTIONS TO BIDDER

1. Submission of Bids: -

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

The OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under IT Act / Service tax Act.

For all the users it is mandatory to procure the Digital Signatures.

2. Contractors / Vendors / Bidders / Bidders are requested to follow the below steps for

Registration:

Click "Register", fill the online registration form.

b. Pay the amount of Rs. **2247/-** through DD in Favour of **KSEDC Ltd.** Payable at Bangalore. This registration is valid for one year.

Send the acknowledgment copy for verification.

d. As soon as the verification is being done the e-tender user id will be enabled.

3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.

4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:

a. Insert the PKI (which consist of your Digital Signature Certificate) in your System.

(Note: Make sure that necessary software of PKI be installed in your system).

b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).

c. Go to Start > Programs > Internet Explorer.

d. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.

- e. Enter e-tender User Id and Password, click on “Go”.
 - f. Click on “Click here to login” for selecting the Digital Signature Certificate.
- Select the Certificate and enter DSC Password.
- Re-enter the e-Procurement User Id Password

5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
- Click on Request icon for online request.

-

Enter the required fields including details of D.D for tender Processing fee.

After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the steps mentioned below:

-

Click to view the tender documents which are received by the user.

- Tender document screen appears.
- Click “Click here to download” to download the documents.

After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

-

Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

-

Note down / take a print of bid control number once it displayed on the screen

Tender Opening event can be viewed online.

Competitors bid sheets are available in the website for all.

10. For any e-tendering assistant contact help desk number mentioned below.

Bangalore – 080- 40482000.

Mr, Satyamanyu - 09937040591

2. Division of Specification.

SECTION-I	-	INSTRUCTION TO BIDDERS
SECTION-II	-	GENERAL CONDITIONS OF CONTRACT
SECTION-III	-	LIST OF ANNEXURES
SECTION-IV	-	PRICE BID & TECHNO COMMERCIAL BID

The Tenderers are required to submit the tenders in single parts.

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

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

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

The purchaser reserves the right to reject any or all the tenders without assigning any reasons whatsoever if it is in the interest of OPTCL, under the existing circumstances.

5. Mode of submission of Tenders.

[A] Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)

[B] **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

6. Earnest money deposit:

The Tenders shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders **against each LOT**. Tenders without the required EMD will be rejected outrightly

The earnest money deposit shall be furnished in shape of **Bank Draft**: -To be drawn in favour of EHT (O&M) Circle, OPTCL, Cuttack, payable at Cuttack. Separately for each LOT.

NOTE:-

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

7. Validity of the Bids: -

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

8. PRICE: -

The bidders are advised to quote their rate as per the price schedule attached with this specification and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender. However Service tax will be paid extra as per Prevailing Govt. Norms.

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

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

10. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

- [i] Declaration Form as per **Annexure-I** (duly signed) to be uploaded in .pdf format.
- [ii] Earnest Money (scanned copy is to be uploaded)
- [iii] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**. To be keyed in, in the bid sheets provided.
- [iv] General Terms & Conditions of contract as per Section-II of the Specification.(All the required documents are to be uploaded.)
- [v] Data on past experience if any **as per** the Specification.(Scanned copy to be uploaded)
- [vi] Service Tax Registration certificate, HT/MV License & permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- [vii] Any other document required, is to be uploaded.
- [Viii] Schedule of prices in the prescribed proforma in the price bid sheet provided in .xls format.

11. Conditional Offer:

Conditional offer shall not be accepted.

12. General: -

- (i) The tenderers can offer their bids for a single LOT or more than one lot.
- (ii) The tender paper cost (Form fee) for an amount of Rs 6300/- is to be paid.
- (iii) The tender processing fee for an amount of Rs 2098/- for LOT 1 & Rs 3258/ for LOT 2 is to be paid.
- (iv) The EMD amount is to be paid against each LOT as mentioned in the detail tender Notice.
- (v) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- (vi) Notice inviting tender shall form part of this specification.
- (vii) The EMD, if any, shall be returned to the unsuccessful bidders.

- (viii) It should be distinctly understood that the price bid shall contain only details/documents relating to price, as mentioned herein above.
- (ix) **The tenderer must submit the EMD amount, cost of tender document and Tender processing fee in a sealed cover envelope super scribing the Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.**
- (x) The estimated area is indicated in section-III of this tender document for reference. The tenderers are advised to visit the site; assess the quantum of work involvement and make themselves acquainted with the site conditions before submission of tender.

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. Scope of the contract:

The scope of contract covers Annual maintenance contract for uprooting & cleaning of grass, wild shrubs including cutting of bushes, trees and unwanted plants inside 9 nos grid substations under EHT (O&M) Division, Bhubaneswar and 12 nos. grid substations under EHT (O&M) Division, Choudwar as per the technical specification and price schedule at Section-IV including supply of all materials, labour, T&P, transportation & mobilization to site to complete the work in all respect.

2.0 Definition of terms:

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 "The Purchaser" shall mean the General Manager, EHT (O&M) Circle, Cuttack for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.4 "The Contractor" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- 2.5 "Cleaning of switchyard" shall mean and include keeping the switchyard free from grass, shrubs, wild plants etc throughout the contract period including supply of materials, labour charges etc. to be done under the contract by the Contractors.
- 2.6 "Contract Price" shall mean the sum named in or calculated the bid.
- 2.7 "General Condition" shall mean these General Terms and Conditions of Contract.
- 2.8 "The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules
- 2.9 "Month" shall mean "Calendar month".
- 2.10 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 "FOR Destination costs" shall mean the cost at our work site. The cost is inclusive of all taxes & duties etc., but excluding Service tax.
- 2.12 The term "Contract document" shall mean and include GTCC, specifications, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

3. **Manner of execution:**

- i. **Area:** Cleaning of switch yard spreaded with H.G. Metal and having equipment and their structures is to be taken up without any damage to the equipment and their foundation. The grass should be uprooted completely. No grass or weeds should be allowed to grow at any point of time more than 05cm over and above the metal level throughout the period of AMC. Anti weed chemicals should be sprayed in the metaled area at least once in every quarter as per proportion specified by the manufacturer. The contractor shall procure the chemicals as per recommendation of the Engineer-in-charge/ paying officer and deposit the same with SDO concerned. Spraying of anti weed chemical in the substation area shall be done as per the direction and supervision of the verifying officer/ inspecting officer.
- ii **Cleaning of non metal area** (up to 5 mtr width adjacent to the metaled area & 1 mtr wide collar of approach road and road inside substation) and for additional non metal area excluding above, a per direction of Engineer in charge. The area should be made clear from wild shrubs/ unwanted plants and grasses etc, completely. This should be kept clean throughout the year and should be free from grass, wild shrubs, bushes. Unwanted plants should not be allowed to grow during the period of AMC.
- iii. All the grass/ wild shrubs and unwanted plants so removed shall be dumped in a place and then lifted from the switch yard area as per the instructions of verifying and inspecting Officers.
- iv. The representative of the agency has to ensure above requirement in every fortnight basis and make a joint statement from concerned grid in charge to that effect.

4. **Language and measures:**

All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

5. **Right to reject/accept any tender:**

The Purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the OPTCL. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The Purchaser has exclusive right to alter the quantities of work at the time of placing final work order.

6. **COMPENSATION :-** The contractor shall be fully responsible for paying compensation, if any under the Workmen Compensation Act on account of workmen deployed by him. OPTCL in no way will be responsible for payment of any compensation.

7. **Force Majeure:**

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Contractor shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify .

8. **Extension of time:-**

If the Completion of work is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice may or may not agree to extend the contract period date as may be reasonable but without prejudice to other terms and conditions of the contract.

9. Guarantee period: -

The guarantee period for this contract shall be for the contract period. Any defect/ deviation if noticed during this period shall be immediately rectified free of cost on written notice from the consignee failing which the security deposit shall be forfeited

10. SERVICE TAX REGISTRATION No., PAN CARD & HT/MV LICENSE:

Clear attested Xerox copies of PAN No./ Valid VAT registration & clearance certificate/Civil and H.T./MV contractor. license issued by Govt of Odisha/Railways /Military, service tax registration number (if applicable) valid on the date of opening of tender should be submitted along with tender, without which tender will be rejected. The Contractor may be requested to produce original PAN card, VAT registration ,VAT clearance certificate, Service Tax registration number as applicable, & Civil and H.T. contractor license and all other relevant documents for verification. Those who fail to produce the same and found not to be valid on the date of opening of tender, their tenders will be rejected.

11. Security deposit towards, 100% payment and performance guarantee:

The successful tenderer will be required to deposit a sum amounting to 10% of value of the contract in shape of Bank Draft / B.G from any nationalized bank (as per the prescribed format) valid up to two months after the guarantee period drawn in favour of the paying officers within 15 days of receipt of the work order. In the event of any breach or default in all or any conditions of the work order, the G.M., EHT(O&M) Circle, Cuttack may forfeit the whole amount of Security deposit. No interest will be paid on the security deposit deposited by the contractor and will be released after expiry of the guarantee period by the paying officer. The security value must be deposited prior to execution of work.

12. Terms of Payment.

Payment will be made on quarterly basis on satisfactory execution of the work , against submission of Security Deposit, as per Clause No.11 of this tender specification and approval of guarantee certificate. Joint statements specifying the quantity and quality of work for metalled, non-metalled and additional barren areas should be prepared and signed by the authorized representative of the firm and the SDO/ Manager of the concerned sub-station on fortnight basis & thus there shall be '6' joint statement per quarter. The agency will submit at least five out of six joint statements , of all the sub-stations covered under the work order, along with quarterly bill, in support of satisfactory execution of work. In the event of non-submission of at least five joint statements the following procedure will be followed. Submission of at least three to four joint statements Fifty percent of the quarterly bill amount in respect of those substation/ substations will be paid.Submission of at least two to three joint statements no payment for the corresponding quarter in respect of those substation/substations. Submission of one or no joint statements fifty percent of quarterly bill amount in respect of those substation/substations will be deducted from the bill amount of other substations.

13. Penalty for Delay in Completion of Contract

Penalty shall be imposed @ ½% (half percent) of contract price for each calendar week of delay of part thereof subject to maximum of @ 5% (five percent) of contract amount. Charges towards penalty shall be counted after scheduled date of completion/issue of clear instruction to the contractor for commencement of works by the General Manager, E.H.T (O&M) Circle, Cuttack /concerned Asst. General Manager, (O&M) Divisions.

14. Validity.

Prices and conditions contained in the offer should be kept valid for a minimum period of 180 days from the date of opening of the tender, failing which the

tender shall be rejected.

15. Jurisdiction of the High Court of ODISHA.

`Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of ODISHA extends.

16. Correspondences.

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

Official Address of the Parties to the Contract

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

- [i] **Purchaser:** General Manager EHT (O&M), Circle, OPTCL, Cuttack

(Odisha)

Telephone No.06712300226

FAX No. 06712300547

Email ID:- ehtm.cle.ctc@optcl.co.in

- [ii] **Contractor:** Address

Telephone No.

Fax No.

17. Outright Rejection of Tenders

Tenders shall be outright rejected if the followings are not complied with.

- [i] The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the date and time of opening of the bid.
- [ii] The Tender shall not be submitted telegraphically or by FAX.
- [iii] The prescribed EMD shall be submitted on or before the last date and time of submission of the bid.
- [iv] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.
- [v] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- [vi] The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.

18. SAFETY PRACTICE:-

The Bidder must be followed the OPTCL safety Rule while performing the work. The workmen must provided Safety Helmet, safety shoe, etc by the contractor while performing the works .No deviation will be allowed and the consignee has got any power to stop the work at any time on the beach of safety practice.

SCHEDULE OF QUANTITY O&M DIVISION, BHUBANESWAR

No	Name of the Sub-Station	Area to be cleaned in Sq. Meter		Additional Barren Area beyond 5mtr
		Metalled Area with application of Anti weed chemical	Barren area up to 5 Mtr adjacent to metaled Area & 1 meter wide collar of road inside switch yard	
1.	Chandaka	19800	3000	13000
2.	2Bhubaneswar	10160	2260	2000
3.	Ranasinghpur	800	1500	7500
4.	Badagada	0	976	4570
5.	Khurda	3890	1400	6950
6.	Puri	6190	1000	2600
7.	Nimapara	3866	370	1500
8.	Mendhasal	2600	3768	2485
9.	Nayagarh	9380	1700	9581

E.H.T O&M DIVISION, CHOUDWAR

SCHEDULE OF QUANTITY

Area to be cleaned in Sq. Meter			
Name of the sub-station			
Metalled Area in Sq. Mtr.	Barren area up to 5 Mtr adjacent to metaled Area in Sq. Mtr.	Additional Barren Area beyond 5mtr in Sq. Mtr.	Application of Anti weed chemicals for area in Sq Mtr
1. Kendrapara 5605	1124	5863	5605
2 Pattamundai 5100	1560	13350	5100
3. Nuapatna 4906	1610	23463	4906
4. Cuttack 0	1335	4416	1335
5. Jagatsinghpur 4437	0	11760	4437
6. Salipur 4008	1235	5964	4008
7. Phulnakhara 5489	900	1015	5489
8. Bidanasi19516	2030	17500	19516
9. Chandikhole 6481	5108	4270	6481
10. Choudwar 2315	944	390	2315
11. Paradeep 22135	16000	10590	22135
12. ICCL 3162	705	0	3162

SECTION-III
[LIST OF ANNEXURES]

The following schedules and Performa are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-III
4	Bidders information	ANNEXURE-IV

DECLARATION FORM

To

The General Manager (Elect:)
EHT (O&M) Circle, OPTCL
Burla.

Sub: - Tender Specification No-_____

Sir,

1. Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer to take up the cleaning work including supply of materials , labour charges & T&P etc. in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
2. * I / We hereby undertake to have complete the work within the time specified in the Tender.
3. * I / We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. * I/We certify to have submitted the bid electronically by remitting *cash/money order /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. _____ Dated, _____
5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-11 of section-II of this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.

Signed this _____ day of _____ 2014

Yours faithfully

Signature of the Tenderer

with seal of the company

[This form should be dully filled in & signed by the tenderer and uploaded at the time of submission of tender.]

* (Strikeout whichever is not applicable).

ANNEXURE-II

ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT
[COMMERCIAL] TO ACCOMPANY PART-I

1(a)	Cost of Tender Document: D.D No & Date.	
1(b)	Earnest money furnished. D.D No. & Date.	
1(c)	Tender Processing Fee: D.D No. & Date.	
2	Contractor's work experience including user's certificate furnished	Yes/No
3	Completion of work :- Whether agreeable to OPTCL's desired completion period as indicated .	Yes/No
4	Guarantee:- Whether agreeable to OPTCL's terms. [As per clause-9 of Section-II]	Yes/No
5	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-11 of Section-II]	Yes/No
6.	Terms of payment:- Whether agreeable to OPTCL's terms [As per clause-12 of Section-II]	Yes/No.
7.	Nature of price:- FIRM	Yes/No
8.	Penalty:- Whether agreeable to OPTCL's terms (As per clause-13 of Section-II)	Yes/No
9.	Validity: - Whether agreeable to OPTCL's terms [As per clause-14 of Section-II]	Yes/No
10.	Whether declaration form duly filled in furnished.	Yes/No.
11	Whether scanned copy of HT/MV License furnished.	Yes/No.
12	Whether scanned copy of PAN card furnished.	Yes/No.
13	Whether scanned copy of Service Tax Regd. No. furnished.	Yes/No.

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

This Guarantee Bond is executed this _____ day
of _____ 2014 by us the
_____ Bank at
_____ P.O. _____ P.S. _____

District _____ State _____

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. _____ Date _____ [hereinafter called "The Agreement"] on M/s. _____ [Hereinafter called "The Contractor"] which shall include its successors & assigns for execution of the work.

AND WHERE AS the bidder has agreed to execute the work for OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the bidder from making payment of Security [2] to release 100% payment of the cost as per the said agreement and [3] to exempt from performance guarantee on furnishing by the bidder to OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the bidder from making payment of Security [2] releasing 100% payment to the bidder 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 the OPTCL an amount not exceeding Rs. _____ Rupees _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Bidder [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 the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder'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 the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor [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 Contractor [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 the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till General Manager , E.H.T.(O&M) Circle,OPTCL, Cuttack, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [s] and accordingly discharges this Guarantee.

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

5. We,(_____Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor [s] or by any such matter or thing whatsoever which under the law relating to sureties would but 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 Contractor [s].

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

8. We the _____ Bank further agree that this guarantee shall also be invoked at our place of business at Cuttack (indicate the name of the branch)in the state of ODISHA.

Not with standing any thing contained herein.

1) Our liability under this bank guarantee shall not exceed Rs.-----(Rupees-----).

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----branch at Cuttack a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____

[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

ANNEXURE-IV
BIDDER'S INFORMATION

SL NO	The bidder shall furnish general information in the following format	
	NAME OF THE BIDDER	
1	Address:-	
2	City	
3	Pin Code	
4	Contact person's Name :-	
5	Telephone No. office & Residence:-	
6	FAX No:-	
7	E-MAIL :-	
8	HT/MV License	
9	SERVICE TAX REGISTRATION NO.	
10	PAN NO.	