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ODISHA POWER TRANSMISSION CORPORATION LIMITED

OFFICE OF THE DEPUTY GENERAL MANAGER: ELECTRICAL,

EHT (O&M) DIVISION, BHANJANAGAR, AT: KANTEIPALLI

POST: BADAPADA, DIST: GANJAM (ODISHA), PIN: 761 124

E.mail- ehtm.div.bnj@optcl.co.in

GSTIN: 21AAACO7873L1Z6

TENDER SPECIFICATION FOR NIT NO- 11/2022-23

**CLEANING OF GRASS, WILD SHRUBS INCLUDING CUTTING OF BUSHES & UNWANTED
PLANTS IN PERIPHERAL AREA ADJACENT TO BOUNDARY WALL INSIDE 132/33 KV GRID**

SUB-STATION, PHULBANI

UNDER EHT (O&M) DIVISION, BHANJANAGAR

ISSUED TO

.....

.....

Money Receipt/D.D No.

Date:.....

COST OF TENDER PAPER = Rs. 600/- + 18% GST = Rs. 708/-



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ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE DEPUTY GENERAL MANAGER: ELECTRICAL,
EHT (O&M) DIVISION, BHANJANAGAR, AT: KANTEIPALLI
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E.mail- ehtm.div.bnj@optcl.co.in **GSTIN: 21AAACO7873L1Z6**

TENDER CALL NOTICE No. 11/2022-23

For and on behalf of OPTCL, sealed tenders are invited by the undersigned from registered Civil and Electrical EHT/HT contractors having valid contract License, IT PAN, GST Certificate towards "Cleaning of grass, wild shrubs including cutting of bushes & unwanted plants in peripheral area adjacent to boundary wall inside 132/33 KV Grid Sub-Station, Phulbani" under EHT (O&M) Division, Bhanjanagar as per table below.

Commencement of Sale of Tender Paper: - From Dated 09.02.2023, 11 AM to Dated 21.02.2023, 12 Noon.
Last Date of Submission of Tender Paper: - Dated 21.02.2023 up to 2:00 PM.
Date of Opening of Tender Paper: - Dated 21.02.2023 at 3:00 PM.

Sl. No	Tender Specification No.	Description of work	Earnest Money Deposit	Cost of Tender Spec. document (in Rs.)	Last date of receipt & opening of tender
1.	NIT NO-11 / 2022-23, EHT (O&M) Division, Bhanjanagar	CLEANING OF GRASS, WILD SHRUBS INCLUDING CUTTING OF BUSHES & UNWANTED PLANTS IN PERIPHERAL AREA ADJACENT TO BOUNDARY WALL INSIDE 132/33 KV GRID SUB-STATION, PHULBANI	Rs. 1350/-	Rs. 708/-	21-02-2023 (14:00 Hrs) & 21-02-2023 (15:00 Hrs)

The Tender specification can be obtained on payment of Rs. 600/- + GST @18%= Rs. 708/- in shape of Cash / Bank Draft drawn in favour of **EHT(O&M) Division, OPTCL, Bhanjanagar payable at Bhanjanagar** and an additional amount of Rs. 100/- (Rupees one hundred) only can be paid **well in advance** for postal delivery. The undersigned shall not be held responsible for any postal delay. The tender must be accompanied with requisite EMD in shape of Cash / Bank Draft drawn in favour of **EHT (O&M) Division OPTCL Bhanjanagar payable at Bhanjanagar**. Incomplete tender document and tender without EMD shall be rejected. If the last date of receipt/opening of Tender falls on a Holiday, then the tender paper will be received/ opened in the next working day. The undersigned reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Sd/-
Dy. General Manager (Elect),
EHT (O&M) Division, Bhanjanagar

**TENDER SPECIFICATION OF NIT NO- 11/2022-23
OF EHT (O&M) DIVISION, BHANJANAGAR**

FOR

Cleaning of grass, wild shrubs including cutting of bushes & unwanted plants in peripheral area adjacent to boundary wall inside 132/33 KV Grid sub-station, Phulbani

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- 5. SECTION –V : PRICE BID.**
- 6. SECTION –VI : NO RELATION CERTIFICATE**

SECTION-I

INSTRUCTIONS TO BIDDERS

The bidders must read in detail the "Instructions to Bidders", "General Terms and Conditions of Contract" and "Technical Specifications" before filling the Tender documents. There are six sections in this Tender Specification.

1. BIDDERS:

A) Bidders must submit their bids with original signature. Only those who have purchased the Tender documents from this office can submit their Tender. Tenders submitted by other means will be rejected.

B) Tender must be submitted in sealed cover subscribed as "**Tender Call Notice No. 11/2022-23 towards "Cleaning of grass, wild shrubs including cutting of bushes & unwanted plants in peripheral area adjacent to boundary wall inside 132/33 KV Grid Sub-Station, Phulbani"**" on or before the opening and addressed to the Dy. General Manager, EHT (O & M) Division, Bhanjanagar.

C) Tender shall be submitted either in person or by registered post & any other means of delivery shall not be accepted. Detailed postal address with PIN No., Phone / Fax/Email of bidder must be mentioned in the application requesting for tender document and on the tender bid. The authority is not responsible for receipt of tender after due date due to postal delay or any other reasons. Tenders received after due date due to postal delay or any other reason will not be considered. The bidders who want to receive the tender paper by post have to deposit additional Rs. 100.00 along with the tender cost.

D) Conditional offers will not be accepted.

E) The tender must be accompanied by EMD in shape of Cash / Bank Draft drawn in favour of **EHT (O&M) Division, OPTCL Bhanjanagar payable at Bhanjanagar**. Those who claim exemption from furnishing the E.M.D should submit the requisite copy of documents on the basis of which, exemption is claimed. The EMD of successful Bidders will be refunded after deposit of security-cum-performance deposit. The EMD of all unsuccessful Bidders will be refunded on written request and after finalization of tender. No interest shall be paid on EMD. No adjustment towards EMD shall be permitted against outstanding amount, if any, remained with the OPTCL.

2. FORFEITURE OF EMD:

A) In the event; the successful Bidder fails to execute the work in complete shape as mentioned, the EMD so deposited shall be forfeited.

B) Any deviation from the terms and conditions of the contract the EMD so deposited shall be forfeited without any notice.

3. INFORMATION ON COMPETITORS: Bidders have right to know information on competitors only at the time of opening of the bids. No further information on competitors shall be provided at any other point / stage of the tender without prejudice to Right to Information Act -2005.

4. OPENING OF TENDERS:

A) Copy of PAN card, GST Registration and valid Civil and Electrical Licence EHT/HT must be enclosed with the tender bids.

6. Bidders themselves or their authorized representatives limited to one person only (possessing authorization letter in original) shall be allowed to attend opening event of the tenders. The purchaser reserves the right to reject the lowest or any other Tender or all tenders without assigning any reason what so ever.

7. Tender should be prepared clearly and without any overwriting and corrections. Erasures and other changes shall bear the dated initial of the person signing the Tender.

8. 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 Bidders. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and word in the price bid.

9. THE TENDERS SHALL BE LIABLE FOR REJECTION IF THEY DO NOT AGREE TO OR COMPLY WITH ANY OF THE TERMS AND CONDITIONS SET FORTH AND PROVIDED IN THE TENDER SPECIFICATION.

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT

- 1. SCOPE OF WORKS :** Detailed scope of work is appended at **Section-III**.
- 2. VALIDITY:** The bidders are requested to keep the validity of their offer for a period of 6 (six) months from the date of opening of tender.
- 3. EMD:** The bidders are requested to deposit EMD @ 1% of the **Estimated value** i.e., **Rs. 1350/-** in shape of Bank draft drawn in favour of Deputy General Manager (Elect.), EHT (O&M) Division, Bhanjanagar payable at Bhanjanagar. The EMD will be refunded to the unsuccessful bidders on written request after finalization of tender. The EMD of successful bidders will be refunded after award of contract on submission of security deposit. The EMD submitted by the bidders along with their bids shall not carry any interest from OPTCL. The tender without EMD will be liable for rejection.
- 4. PRICE:** The bidders are advised to quote their rate as per the price bid attached at **Section-V** and shall remain firm inclusive of all duties, labour charges etc., within the validity of tenders.
- 5. Taxes:** GST, if any shall be mentioned.
- 6. SECURITY-CUM-PERFORMANCE DEPOSIT:** The bidders whose offer qualifies will be awarded work order for execution of the works and the contractor shall have to deposit security-cum-performance amount equal to 3% (three per cent) of contract value in shape of cash / bank draft drawn in favour of respective Paying Officer of OPTCL. The security deposit shall be released after two months of completion of the guarantee period as stated under **clause-10** on receipt of application for this purpose. No interest shall be paid to the contractor towards the security deposit so deposited by the contractor. The security-cum-performance deposit shall be deposited with the respective paying officer of OPTCL within two weeks of issue of work order or prior to execution of the work. In the event of any breach or default in all or any conditions of the work order or any defect found during the guarantee period and not repaired by the Contractor free of cost, OPTCL may forfeit the whole amount of security deposit.
- 7. COMPLETION OF WORKS:** The works awarded should be completed in all respect within 45 days from the date of issue of work order. After inspection by OPTCL Engineer-in-charge shall issue a completion certificate in which both shall certify the date on which the work have been completed. **The certificate should be signed within 30 days of the completion of work.** The issuance of taking over certificate shall in no way relieve the contractor of his responsibility for the satisfactory completion of the work in terms of the work order.
- 8. PENALTY:** Penalty should be imposed @ ½ % (half per cent) of contract price for each calendar week of delay or part thereof subject to maximum of 5% (five per cent) of contract value. Penalty shall be counted after schedule date of completion.
- 9. TERMS OF PAYMENT:** 100% (Hundred per cent) payment along with full taxes and duties (if any) shall be made after successful completion of the work in all respect and verification thereof by respective consignee and paying officer and against deposit of 3% security-cum-performance guarantee amount as per **clause No. 6** of this tender specification.
- 10. GUARANTEE PERIOD:** The work done by the contractor shall be guaranteed for a period of 6 months from the date of completion of work against any bad materials used and bad workmanship done for the work. The above guarantee certificate shall be furnished in **triplicate** to this office for approval. Any defects noticed during the period shall be rectified by the Contractor on free of cost to OPTCL upon written notice provided such defects are due to bad materials used and bad workmanship.
- 11. CONSIGNEE:** SDO, EHT (O&M) Sub-Station Sub-Division, Phulbani is the Consignee for the work awarded under his jurisdiction.
- 12. PAYING OFFICER:** The DGM, EHT (O&M) Division, Bhanjanagar is the Paying Officer for this contract.
- 13. Safety:** The contractor shall adhere all the safety norms during execution of work.
- 14. CONTRACTOR'S RESPONSIBILITY:** Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the work of the substation by OPTCL, the ultimate responsibility for satisfactory performance of the work shall rest with the contractor.
- 15. NON-ASSIGNMENT:** The contractor shall not assign or transfer the work order issued as per this contract or any part thereof without the prior approval of OPTCL.
- 16. AGREEMENT:** The successful contractor shall have to enter into an agreement with the concerned Engineer-in-charge in the approved contract agreement form within 10 days of receipt of work order.

- 17. JURISDICTION OF COURT:** Suits if any, arising against the work order to be issued to the contractor shall be filed by either party in any court of law to which the jurisdiction of Odisha High Court extends.
- 18. OUTRIGHT REJECTION OF TENDERS:** The offers submitted by the contractor shall be outrightly rejected if they do not comply the following requirements.
1. Bidders should have purchased the relevant specification from the office of the Deputy General Manager (EI), EHT (O & M) Division, Bhanjanagar and original money receipt should be enclosed along with tender documents.
 2. The tender shall be submitted in person or by Registered Post with A.D which should be received before opening of tender.
 3. Tender shall not be submitted telegraphically or by fax.
 4. Tender shall be accompanied with the prescribed EMD.
 5. Tenders shall be kept valid for a minimum of 180 days from the date of opening of the tender.
 6. Tender shall be accompanied with clear valid Xerox copy of Civil contract Licence, EHT/H.T licence, I.T. PAN, GST Certificate, which must be valid on the date of opening of tender.
 7. The bidders should put their signature in each page of the tender specification.
- 19.** The Authority reserves the right to award the contract among any responsive bidders against this tender.
- 20. MANNER OF EXECUTION:** The work shall be carried out as per scope of work mentioned and reasonably satisfaction of the Engineer in-Charge.
- 21. FORCE MAJURE:** The Contractor shall not be liable for any penalty for delay or for failure to perform the Contract for reasons of FORCE MAJURE, such as acts of God; acts of public enemy, acts of Govt, fires, floods, epidemics, quarantine restrictions, strike, freight, embargoes provided that the contractor shall within 10 days from the beginning of such delay notify to OPTCL in writing of the cause of delay. The OPTCL shall verify the facts and grant such extensions as facts justified.
- 22. VARIATION. ADDITIONS AND OMISSIONS:** The OPTCL shall have the right to alter, amend, omit or otherwise vary the quantum of work by notice in writing to the Contractor. The Contractor shall carry out such variation in accordance with the rates specified in the contract.
- 23. INSPECTION DURING EXECUTION:** The Engineer-in-charge or his authorized representative(s) shall be entitled at all reasonable times to inspect and supervise the work. Such inspection will not release the Contractor from their obligations under this contract.
- 24. WORKMEN'S COMPENSATION:** The contractor shall be fully responsible for paying compensation if any under the Workmen Compensation Act on account of workmen deployed by him.
- 25. REJECTION OF WORKS:** In the event of any of the materials supplied / work done by the contractor is found defective in materials or workmanship or otherwise not in conformity with the requirement of this contract, specifications, the OPTCL shall either reject the materials and / or work and request the Contractor to rectify the same. The Contractor on receipt of such notice rectify or replace the defective materials and rectify the work free of cost. If the Contractor fails to do so the OPTCL may –
1. At its option replace or rectify such defective materials and / or work and recover the extra cost so involve from the Contractor plus 15% from the contractor and / or
 2. Terminate the contract for balance work / supplies with enforcement of penalty as per contract.
 3. Accept the defective materials and / or works at reduced price considered equitable under the circumstances.
- 26. PAYMENT DUE FROM THE CONTRACT:** All costs and damages for which the Contractor is liable to the authority will be deducted by him from any money due to the Contractor under the contract.
- 27. ARBITRATION:** In the event of any dispute arising out his contract. The same shall be referred for arbitration to the Director (HRD) OPTCL, Bhubaneswar or any arbitrator appointed by the Chairman-Cum-Managing Director, OPTCL after due notice of claim and such appointment and the award of the arbitrator shall be final and binding arbitration and conciliation Act. 1996 shall apply. The venue of arbitration will be Bhubaneswar.
- 28. SECURITY:** The Contractor shall treat the details of the specification and other documents as private and confidential and they shall not be reproduced without written authorization from OPTCL.

All other terms and conditions will be governed by OPTCL as per Rules.

SECTION-III

SCOPE OF WORK

1. The contractors must up-root and clean the grass including cutting of wild shrubs, plants, trees from the barren area as instructed by engineer-in-charge.
2. The contractor will have his own T&P, other materials required for cleaning.

MANNER OF EXECUTING THE WORKS:

1. Cleaning of Barren area: -The barren area should be made clear from wild shrubs/ unwanted plants and grasses etc., completely. No grass or weeds should be seen at the time of preparing completion certificate.
2. 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 instruction of field officer.

Details of Work: Cleaning of grass, wild shrubs including cutting of bushes & unwanted plants in peripheral area adjacent to boundary wall inside 132/33 KV Grid sub-station, Phulbani:

SI No	Description of area	Area in Sq. mtr
Phulbani Grid Sub-Station		
1	Barren area	18665.4

SECTION-IV

ABSTRACT OF TERMS AND CONDITIONS

(This Proforma should be filled with all information and should be furnished along with the tender)

1	Earnest Money Deposit(EMD) deposited in shape of Cash/Bank Draft	Yes/No
a	Name of the Bank(For Bank Draft): (To be furnished)	
b	Amount deposited: (To be furnished)	
c	Money Receipt No. & Date / Bank Draft No. & Date: (To be furnished)	
2	Validity of the bid in days from the date of opening of tender (As per Specification): (To be furnished)	
3	Nature of Price:	Firm/Variable
4	Terms of payment (Whether agreeable to OPTCL terms):	Yes/No
5	Security deposit (Whether agreeable to OPTCL terms):	Yes/No
6	Penalty (Whether agreeable to OPTCL terms):	Yes/No
7	List of orders executed/or in hand for similar work during recent three years in OSEB/OPTCL/any PSU:	Yes/No
8	Copy of PAN furnished:	Yes/No
9	Copy of GST Registration Certificate furnished:	Yes/No
10	Copy of EHT/HT contract License	Yes/No
11	Copy of Civil contract License	Yes/No
12	Guarantee (Whether agreeable to OPTCL terms):	Yes/No
13	Delivery period (Whether agreeable to OPTCL terms):	Yes/No
14	No relation certificate (Furnished)	Yes/No
15	Agreed to all terms and conditions of the tender specification:	Yes/No

Date:

Signature of Bidders with Seal

Place:

SECTION-V

PRICE BID FOR NIT- No- 11/2022-23

SI No	Description of area	Quantity (Sq. Mtr)	Unit rate in Rs.	Amount in Rs.
1	Clearing and grubbing land including uprooting, rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, up to a lead of 1000 metres including removal and disposal of top organic soil not exceeding 150 mm in thickness in Barren area.	18665.40		
2	Total (1)			
3	Taxes if any (to be specified)			
4	Grand total (2+3) in figure			
	Grand total (2+3) in words			

- The Rate should be inclusive of material charges, labour charges, Transportation and cost of Insurance, etc. Tax as specified in Sl. 5 of section-II i.e., GST
- The evaluation will be done as per statutory applicable taxes if not specified by the bidder

Date:
Place:

Signature of the Bidders with Seal

SECTION – VI

NO RELATION CERTIFICATE

THIS IS TO CERTIFY THAT I / WE HAVE NO RELATIONSHIP WITH ANY OF THE EMPLOYEES IN THE RANK OF ASST. MANAGER AND ABOVE SERVING UNDER OPTCL, ODISHA. IN CASE THE ABOVE STATEMENT IS FOUND TO BE FALSE, I / WE MAY BE DEBARRED FROM ANY PAYMENT DUE ON ACCOUNT OF THIS CONTRACT.

SIGNATURE OF THE BIDDERS

END OF TENDER SPECIFICATION