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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

EHT (O&M) DIVISION, KESINGA

AT/PO: KESINGA, COLLEGE ROAD, KALAHANDI-766012

Mail Id: ehm.div.ksn@optcl.co.in

TENDER SPECIFICATION

No : 01/2022-23

FOR

“Supply of Sodium Bentonite compound in powder form to be used for earth mat work in switch yard at 220/132/33KV Grid S/S, Kesinga & 132/33KV Grid S/S, Saintala”.

Cost of tender paper Rs. 4,000/- + 18 % GST=Rs.4,720/-
(Rupees Four thousand seven hundred twenty) Only

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ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
Regd.Office: Janpath: Bhubaneswar
OFFICE OF THE DEPUTY GENERAL MANAGER
EHT(O&M) DIVISION, KESINGA
AT/PO: Kesinga, College Road, Dist:Kalahandi-766012
CORPORATE IDENTITY NUMBER (CIN) U40102OR2004GC007553
E-mail ID: ehtm.div.ksn@optcl.co.in

TENDER CALL NOTICE NO.01/ 2022-23

For and on behalf of OPTCL sealed tenders invited by the undersigned from reputed suppliers/ manufacturers, having valid PAN & GST registration certificate for “**Supply of Sodium Bentonite compound in powder form to be used for earth mat work in switch yard at 220/132/33KV Grid S/S, Kesinga & 132/33KV Grid S/S, Saintala**”.

The tender document can be made available in the office of the undersigned on written request and payment of requisite amount towards cost of tender document by cash/Bank draft in favour of “DGM, EHT(O&M) Division, Kesinga ” payable at Kesinga. Those who wants to receive tender paper over post are required to deposit additional amount of Rs 100/- (Rupees one hundred). The undersigned will not be held responsible for any postal delay.

The bid must be accompanied with an amount Rs.5561/- (Rupees Five thousand five hundred sixty one) only as EMD in shape of DD only in favour of DGM, EHT(O&M) Division, Kesinga & payable at Kesinga. The tender documents will be opened in the office of the undersigned in the presence of the Bidders (or) their Authorized Representatives, present if any at the time of opening. If the last date of receipt opening of Tender falls in holiday, then the Tender paper will be Received /opened in the next working days.

Also the bidder must submit the Sample for the aforesaid item at the time of Opening / submission of Tender Paper at the office of the undersigned which will be tested before placement of Purchase Order without which the tender is liable for rejection.

Date of Sale of Tender Paper: From 08.04.2022 to 19.04.2022 up to 12.00PM
Last Date of receipt of Tender Paper: 19.04.2022 up to 02.00 PM.
Date of Opening of Tender Paper: 19.04.2022 up to 04.00 PM.

The authority reserves all rights to reject any, all or part of the Tender, alter/modify the requirement/ delete any part of the tender without assigning any reason thereof. For details please visit our web site: www.optcl.co.in. Corrigendum if any will be published in the web site only.

Deputy General Manager (Ele)

TENDER SPECIFICATION No: 01/2022-23**INDEX**

| | | |
|-----|---|---|
| 1. | SECTION – I | Instruction to Bidders |
| 2. | SECTION – II | General terms & conditions. |
| 3. | SECTION – III | Technical Specification |
| 3 | ANNEXURE – I | Schedule of Price |
| 4. | ANNEXURE – II | Detail data sheet to be furnished by the tenderer. |
| 5. | ANNEXURE – III | Schedule of Quantity |
| 6. | ANNEXURE – IV | Proforma for Composite Bank Guarantee for Security deposit payment & performance |
| 7. | COST OF TENDER PAPER (Non-refundable) | Rs. 4,000/- + 18 % GST=Rs.4720/- (Rupees Four Thousand Seven Hundred Twenty) Only by Cash/ Bank Draft drawn in favour of DGM, EHT (O & M) Division, Kesinga & payable at Kesinga, Odisha. |
| 8. | E.M.D | Rs.5561/- Only by Bank Draft drawn in favour of DGM, EHT (O & M) Division, Kesinga & payable at Kesinga, Odisha. |
| 9. | SALE OF TENDER PAPER | Available in the office of the Dy. General Manager (Ele.), EHT(O&M) Division, OPTCL, Kesinga during Office hours on working days from dt.08.04.2022 to 19.04.2022 up to 12.00 PM |
| 10. | LAST DATE OF RECEIPT OF TENDER PAPER | Dt. 19.04.2022 up to 02.00 PM . |
| 11. | DATE & TIME OF OPENING OF TENDER | 19.04.2022 up to 04.00 PM |
| | Tender posted by the registered post to should be reached at: | Odisha Power Transmission Corporation Ltd., Office of the Dy. General Manager(Ele) EHT (O & M) Division, Kesinga, AT/PO: Kesinga, College Road, Kesinga Dist: Kalahandi-766012 |

SECTION - I
INSTRUCTION TO BIDDERS

The Bidders must read in detail the “Instruction to Bidders” and “General terms and conditions” before filling the tender documents.

1. TENDERS:

- A) Only those who have purchased the Tender specification from this office can submit their Tender. Tenders submitted by other means will be rejected. Bidders must submit their bids with original signature.
- B) Tender must be submitted in sealed cover subscribed as **“Tender Call Notice No. 01/2022-23: Supply of Sodium Bentonite compound in powder form to be used for earth mat work in switch yard at 220/132/33KV Grid S/s Kesinga & 132/33KV Grid S/s Saintala** and addressed to the Dy. General Manager, EHT (O & M) Division, Kesinga.
- 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. The tender should be posted by the registry post to reach at **Odisha Power Transmission Corporation Ltd., Office of the Dy. General Manager(Ele), EHT (O & M) Division, Kesinga, AT/PO: Kesinga, College Road, Kalahandi-766012, Odisha**. Tenders received after due date due to postal delay or any other reason will not be considered. The tenderer who wants to receive the tender paper by post have to deposit additional Rs.100.00 along with the tender paper cost. **Downloaded form of Tender Specification will not be accepted.**
- D) The bidder is to deposit EMD amounting to **Rs.5561/-** in shape of Bank Draft drawn in favour of **DGM, EHT (O & M) Division, Kesinga & payable at Kesinga**. The tender without EMD will be liable for rejection. The EMD of successful tenderers will be refunded after furnishing of the security money. The EMD of all unsuccessful tenderers shall be refunded on written request 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. EXPERIENCE:

The Tenderers should be reputed suppliers/ Manufacturer. The bidders may submit the copy of past experience if any regarding supply of similar materials to GRIDCO/ OPTCL or any other state or central PSUs.

3. FORFEITURE OF EMD:

- A) In the event the successful tenderer fails to supply the material / partly supply as per the technical specification 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.
- C) The EMD not claimed within a period of **one year** from the date of issue of order & the Security deposit not claimed for refund within **three years** after completion of contract, will be forfeited. Hence it is requested to claim the EMD & the Security deposit within the schedule period.

4. 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.

5. OPENING OF TENDERS:

- A) Copy of PAN Card & GST Registration Certificate must be enclosed with the tender bids, failing which the tender will be rejected.
 - B) 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.
6. The purchaser may alter the quantities of materials at the time of placing orders. Orders may also be split up among more than one tenderer if necessary. **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 tenderer. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and word in the price bid.

Deputy General Manager (Ele)

Section -II
GENERAL TERMS AND CONDITIONS

1. **Validity:** Tenderers are requested to keep the validity of their offer for a period of 03 months from the date of opening of tender.
2. **Price:** The price quoted by tenderer should be firm, F.O.R. destination inclusive of freight, Insurance, Packing, Forwarding charges inclusive discount, if any. The bidders are advised to quote their rate on the price schedule mentioned in Annexure – I in both figures and words
3. **Taxes:** Taxes, if any shall be mentioned extra. The tender may quote rate in respect of different make materials as per scheduled.
4. **Terms of Payment:** 100% payment with taxes etc shall be made after receipt of materials in full and in good condition & verification thereof by consignee subject to deposit of Security deposit @ 10% (Ten percent) of the cost of supplied materials & on prior approval of guarantee certificate by the Purchaser. Tax as applicable shall be deducted from the source.
5. **Delivery:** The materials in full quantity shall be delivered within 45 days of receipt of purchase order, failing which purchase order shall be liable for cancellation with forfeiture of Earnest money/ Security Deposit.
6. **Penalty:** If the supplier shall fail to deliver the materials within the delivery period as stipulated under clause No. 5 (Section-II) of this Tender document or any extension granted there to, the purchaser shall recover from the supplier penalty for a sum of half percent (i.e. 0.5 percent) of the contract price for each calendar week or part thereof of delay. However the total amount of penalty shall not exceed 5% (five percent) of the contract/ undelivered items price. Materials will be deemed to have been delivered only when all the component parts are also delivered. If certain components are not delivered in time, the supply will be treated as delayed until such time the missing/ undelivered parts are delivered period.
7. **Extension of time:** If the delivery of equipment / material is delayed due to reasons beyond the control of the supplier, the supplier 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 delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.
8. **Security Deposit:** The tenderer whose offer qualifies for acceptance will be awarded Purchase Order and the supplier shall have to be deposit Security-cum-performance guarantee equal to 10% (Ten percent) of ordered value in shape of Cash / Bank Draft in favour of **DGM, EHT (O & M) Division, Kesinga & payable at Kesinga** or deduction of @10% from suppliers bill. The Security deposit will be released after two months of completion of the guarantee period subject to fulfillment of guarantee stated under clause-10 on a receipt of application for this purpose. No interest shall be paid to the supplier towards the security deposit so deposited by the supplier.

9. **Guarantee:**The materials covered under this contract should be guaranteed for trouble free and satisfactory performance against any defect in design, materials and workmanship for a Period of at least **12 (twelve) months** from the date of delivery . Any defect noticed during this period should be replaced by the firm free of cost provided such defects are due to bad materials used. The replaced materials should also have similar guarantee. In the event of any breach on default in all or any condition of purchase order Security Deposit will be forfeited.

10. **Insurance:**Insurance of materials is to be done by the supplier at their own cost. The responsibility of delivery of the materials at destination in good condition rests with the supplier. Any claim with the insurance company Railway authority/ Road transport authorities arises due to loss or damage in transits has to be settled by the supplier. The supplier shall undertake free replacement of materials damage or lost which will be reported by the consignee within 30 Days of the receipt of the materials at destination without waiting for the settlement of the claims with the carriers.

11. **Despatch Instruction:** The materials should be securely packed and dispatched by Rail/ road transport to 220/132/33 KV Grid Sub-Division, Kesinga (832 Bags) & 132/33KV Grid S/S, Saintala (492 Bags). The cost of transportation, loading & unloading at site will be borne by the supplier.

12. **Consignee:** - The SDO, 220/132/33 KV Grid Sub-Station, Kesinga & 132/33 KV Grid Sub-Station, Saintala is the consignee & verifying officer for the contract.

13. **Paying Officer:** The DGM,EHT(O&M) Division, Kesinga is the paying officer for this contract.

14. **Submission of proof regarding manufacturers' Certificate, Price List of Manufacturer, Past Experience of supply:** Self Attested legible Xerox copies of necessary manufacturer Certificate (In case of Manufacturers), Price list (if available), technical literature etc. may be furnished by the bidders. Past experience of execution of purchase order (if any) may be furnished by the bidders.

15. **Deviation in specification:**If any change in the technical parameters equivalent to the above specification may be clearly mentioned separately.

16. Jurisdiction of Court: Dispute if any, arising against the supply order issued to the supplier shall be filed by either party in any court of law to which the jurisdiction of Court of Bhawanipatna extends.

The Authority reserves the right to reject the notice/ award the contract among any responsive bidders against this tender or without assigning any reason thereof. All other terms and conditions will be governed by OPTCL as per Rules.

Section -III

TECHNICAL SPECIFICATION

1. Each bag containing 50 Kg of good quality Sodium Bentonite Compound in Powder form required to lower soil Resistivity of Grid Sub-Station & complies with IEC62561-7 & must be marked with the manufacture's name, Trade mark or Identifying symbol. In addition to standards, requires a serial or Lot No. on each bag.
2. **Sample Testing:-. You have to submit the Sample (Minimum 2 Kg) for the aforesaid item at the time of Opening at the office of the undersigned which will be tested before placement of Purchase Order. Otherwise the tender is liable for rejection.**
3. The material must absorb & retain water at a higher rate & the material being used to lower the resistivity must not be corrosive to the galvanized earth electrode.
4. The report of the following tests & any other extra test on the structure & content of the product as per IEC62556 may be submitted by the bidders.
 - i) Leaching Tests
 - ii) Sulfur Test
 - iii) Determination of Resistivity
 - iv) Corrosion Test

The report should include a title or subject of the report, a test identification no., contact information of the testing Laboratory, contact information of the manufacturer & a report issue date. The report must include the signature & title of the person authorized to sign for the laboratory & the person who conducted the test.
5. The bidders must submit the manufacturer's Technical Specification of their product along with their bids.
6. The Bidders must clearly mention the make of the product on their Bids.
7. Any deviation in the aforesaid Technical specification may be mentioned with justification.
8. Any corrigendum in the Technical Specification will be issued through OPTCL Website.

Annexure-I

Schedule of Price

| Sl. No. | Description of Material | Unit | Quantity | Unit Price in Rs. | Amount in Rs. |
|----------------|--|-------------|-----------------|--------------------------|----------------------|
| 1 | Supply of Sodium Bentonite compound in powder form requires for lower soil Resistivity of Grid Sub-Station & complies with IEC62561-7. Container: 50kg bag MAKE: | Bag | 1324 | | |
| 2 | Total | | | | |
| 3 | GST @..... % | | | | |
| 4 | Grand Total (Sl. No.2 + 3) | | | | |

In words (.....) only

Dated

Signature of Agency with Seal

Annexure-II

DETAILED DATA SHEET TO BE FURNISHED BY THE TENDERERS

1. Name of the Contract/ Supplier with detailed postal address:

2. Cost of Tender Paper vide Bank Draft No. _____ Date _____ amount in Rs. _____ (Rupees _____) only / By Cash amount in Rs. _____ (Rupees _____) only vide money receipt No. _____ Dated _____.

3. Earnest money deposited vide Bank Draft No. _____ Date _____ amount in Rs. _____ (Rupees _____) only

4. Attested copy of PAN No. : Furnished/Not furnished

5. GST Registration Certificate : Furnished/Not furnished

6. Agreed to furnish Contract security deposit : Yes / No

7. Agreed to accept payment terms as per the contract : Yes / No

8. Agreed to adhere schedule delivery term as per the tender : Yes / No

9. Agreed to accept penalty clause as per the tender : Yes / No

10. Attach past Purchase order for the similar supply in OSEB / GRIDCO/OPTCL or any other agencies : Yes / No

11. Agreed to keep validity of the offer 03month from the date of tender opening without any validation in tender clause. : Yes / No

12. Date of submission of tender. : Dt. _____

Dated:
Place:

Signature of the Tenderers
with seal.

Annexure-III

SCHEDULE OF QUANTITY & DELIVERY

| Sl No. | Description of Materials | Quantity of Materials to be delivered | |
|--------|---|---------------------------------------|---------------------------|
| | | Kesinga GSS | Saintala GSS |
| 1 | Supply of Sodium Bentonite compound in powder form for 220/132/33KV Grid S/S, Kesinga & 132/33KV Grid S/S, Saintala | 832 Bags (each Bag 50 Kg) | 492 Bags (each Bag 50 Kg) |

Deputy General Manager (Ele)

ANNEXURE – IV

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day of _____ 20__ by us the _____ Bank at _____
P.O. _____ P.S. _____
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 Supplier”] which shall include its successors & assigns for supply of materials.

AND WHERE AS the supplier has agreed to supply materials to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the supplier from making payment of Security [2] to release 100% payment of the cost of materials as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Supplier to the 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 Supplier from making payment of Security [2] releasing 100% payment to the Supplier 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 Supplier [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 supplier’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 supplier [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 Supplier [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 Chief Managing Director, ODISHA

POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier [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 full 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 Supplier [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said supplier [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier [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 supplier [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 irrevocable at our place of business at Bhubaneswar (indicate the name of the branch) in the state of ODISHA.

Not with standing anything 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 Bhubaneswar a written claim or demand on or before dt _____.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness (Signature, names & address)