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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER, (Elect)

EHT (O&M) CIRCLE: CHAINPAL, AT/PO: CHAINPAL COLONY,

PIN-759104, and DIST: ANGUL (ODISHA)

CIN: U40102OR2004SGC007553 /GTIN: 21AAACO7873L1Z6

E-mail-ehm.cle.chp@optcl.co.in

e-TENDER SPECIFICATION NO. CHP-28/2018-2019

FOR

CONSTRUCTION OF SAFETY ZONE FENCING OF SWITCHYARD OF 400/220/132/33KV

GRID S/S MERAMUNDALI UNDER EHT(O&M) DIVISION MERAMUNDALI

PART-I

SECTION-I: INSTRUCTION TO BIDDERS.

SECTION-II: GENERAL CONDITIONS OF CONTRACT

SECTION-III: LIST OF ANNEXURES

SECTION-IV: TECHNICAL SPECIFICATIONS & OTHER DATA SHEET

PART II

PRICE BID CUM TECHNO COMMERCIAL BID (IN EXCEL FORMAT)

Request for online tender documents: From dt- 20.02.2019 (10.00 Hrs) to dt-01.03.2019 (12.30 Hrs)

Issue of online tender documents: From dt- 20.02.2019 (10.01 Hrs) to dt-01.03.2019 (12.31 Hrs)
(Bid sheets)

Last date of submission of online tender: Up to dt-01.03.2019 (17.00 Hrs)

Date of opening of Price Bid: On dt- 02.03.2019 (11.30 Hrs)

TELEPHONES / CONTACTS

1. Estimator: 9438907646
2. TA to General Manager: 9438907324

NOTE: -

1. In case the due date for opening of tender happens to be a holiday, then tenders would be received & opened on the next working day at the same time.
2. Please note that the tenders against this tender enquiry are being invited **through e-tendering mode**. In case of any clarification the prospective bidders may contact this office as mentioned above.
3. **The prospective bidders are requested to get their digital signatures (Class-3) well in time** for participation in the tender and no request for extension on this account will be entertained.
4. **Manual tenders in any form/case will not be accepted.**

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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of ODISHA Under Taking)

Regd. Office: Janpath, Bhubaneswar-751022, Odisha

OFFICE OF THE GENERAL MANAGER: ELECT.

EHT (O&M) CIRCLE: CHAINPAL, AT/PO: CHAINPAL COLONY,

DIST: ANGUL (ODISHA), Pin-759104, Email-ehm.cle.chp@optcl.co.in

CIN:U40102OR2004SGC007553/ GTIN:21AAACO7873L1Z6

e-TENDER NOTICE NO. CHP-28 / 2018-19

NOTICE INVITING TENDER

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, General Manager, EHT (O&M) Circle, Chainpal invites Tenders from reputed bidders fulfilling the eligibility criteria and registered in the central excise department and must possess valid goods & service tax registration certificate, for the work of “Construction of Safety Zone Fencing of switchyard of 400/220/132/33KV Grid S/S Meramundali Under EHT (O&M) Division, Meramundali”. The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents shall be available at www.tenderwizard.com/OPTCL from **20.02.2019 (10.00 Hrs) up to 01.03.2019 (12.30 Hrs)**. Interested bidders may visit OPTCL’s official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

N.B:- All subsequent addendums/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.

The above Tender is a Single part bidding system in e-tendering mode only as per the following details.

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Date of opening of Price Bid: On dt- 02.03.2019 (11.30 Hrs)

Cost of Tender Spec Document : Rs.6000/ + Rs720/- (GST@12%)= Rs 6,720/-

Earnest Money Deposit: Rs.24952.00/- (Rupees Twenty Four Thousand Nine Hundred Fifty Two)

Tender Processing Fee: Rs. 2944.00/- [2495.23+ 449.14(GST @ 18%)]
(Rupees Two Thousand Nine Hundred Forty Four)

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

ELIGIBILITY FOR SUBMISSION OF BIDS:-

Bidders should not have any legal suit against OPTCL / GRIDCO Ltd / SLDC are only eligible for submission of Bids. Firms banned / blacklisted for business dealings by any organization are not eligible to participate in the tender. Participation in the tender by suppression of the above facts shall invite penal action, whenever detected.

The bidders must have in possession of following qualifications for participation in tender:-

- 1. The bidder who will quote for above work shall have similar work experience on Any State/Central Govt. or PSU organization prior to the date of opening of the tender. The same document has to submit along with the bid. The documents may be verified with original copy as required.**
- 2. Copy of Civil License class ‘C’ & ‘B’ contractor with either PWD / R & B Deptt. / Irrigation Deptt / Railways / MES**
- 3. GST Registration Certificate.**
- 4. Permanent Account Number (PAN) issued by Income Tax Department.**

N.B:

- ALL THE CERTIFICATES AND TEST REPORTS SHOULD BE VALID FOR THE DURATION OF TENDER OPENING TO TENDER FINALIZATION

The bidders can view the tender documents from website free of cost. The bidders who want to participate in the tender shall have to pay **Rs.6720/- (Rupees Six thousand seven hundred and twenty only) non refundable** including GST @ 12%) towards the cost of tender document, in the form of Demand draft only, drawn in favour of **EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch** (In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable) and the same is to be submitted to the office of the undersigned on or before the last date & time of Opening of tender.

The bidders shall have to submit a non refundable amount of Rs 2944/- (Rupees Two Thousand Nine Hundred Forty Four) only towards the tender processing fee through e-payment gate way.

(NOTE: For deposit of tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking)

The payment acknowledgement slip submitted along with the EMD & tender cost at the office of the undersigned on or before the last date & time of Opening of tender.

The bidders shall scan the Demand Draft towards EMD, Tender paper Cost and acknowledgement slip for 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”.

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

**GENERAL MANAGER
EHT (O&M) CIRCLE, CHAINPAL**

PART-I
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.

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 ODISHA Tax Act, / Central Tax Act.

1. For all the users it is mandatory to procure the Class 3 Digital Signatures.

2. Manufacturers/ Dealers/ Bidders / Suppliers are requested to follow the below steps for Registration:

- a. Click “Register”, fill the online registration form.
- b. Pay the amount of **mentioned in website** through **E-payment gateway**.
- c. This registration is valid for one year.
- d. Send the acknowledgment copy for verification.
- e. 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 – Class 3) 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.

- a) Click “Un Applied” to view / apply for new tenders.

- b) Click on Request icon for online request.
 - c) Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
- a) Click to view the tender documents which are received by the user.
 - b) Tender document screen appears.
 - c) Click “Click here to download” to download the documents.
7. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- a) Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - b) Note down / take a print of bid control number once it displayed on the screen
8. Tender Opening event can be viewed online.
9. 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. Satamanyu – mob: 09937140591**

2. Division of Specification.

The specification is mainly divided into two parts viz. Part-I & Part-II.

Part-I Consists of

- | | |
|--------------|--------------------------------|
| SECTION-I- | INSTRUCTION TO BIDDERS. |
| SECTION-II- | GENERAL CONDITIONS OF CONTRACT |
| SECTION-III- | LIST OF ANNEXURE |
| SECTION-IV- | TECHNICAL SPECIFICATION. |

Part-II Consists of

- 1) PRICEBID along with data sheet.

The Bidders are required to submit the tenders in single parts viz. (Price bid).

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

The Purchaser may alter the quantities of materials /equipment 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 Purchaser to get the quality & early completion of work.

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 tender shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders against each bid. Tenders without the required EMD will be rejected outrightly. The earnest money deposit shall be furnished in shape of **Bank Draft (Only)**:-To be drawn in favour of **EHT (O&M) Circle, OPTCL, Chainpal, Payble at UCO Bank, TTPS Branch** (*In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the emd. The collection fee is Non-refundable*)

NOTE:-

- a) No adjustment towards EMD shall be permitted against any outstanding amount with the **ODISHA POWER TRANSMISSION CORPORATION LTD.**
- b) In the case of un-successful bidder, the EMD will be refunded on written request without any interest after the tender is decided. In the case of successful Bidder, this will be refunded only after furnishing of the security money.
- c) 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.
- d) EMD will be forfeited if the bidder fails to accept the letter of intent and /or purchase order issued in his favour or to execute the order, placed on them.
- e) Tenders not accompanied by Earnest Money shall be disqualified.
- f) EMD carries no interest.
- g) **The EMD not claimed for refund within a period of one year from the date of issue of Purchase/ Work orders and the Security Deposit not claimed for refund within a period of three years after completion of contract, will be forfeited.**

7. Validity of the Bids: -

The tenders should be kept valid 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 and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender

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

Bidders 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 bidder may seek clarification in writing from the **GM EHT (O&M) Circle, Chainpal**. This however does not entitle the Bidder to ask for time beyond due date, fixed for receipt of tender.

10. Documents to Accompany Bids.

- a) Bidders are required to submit tenders in the following manner:
- b) Declaration Form as per **Annexure-I** (duly signed) to be uploaded in ***.pdf** format.
- c) Earnest Money (scanned copy is to be uploaded)
- d) Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**. To be keyed in the bid sheets provided.
- e) General Terms & Conditions of contract as per Section-II of the Specification. (All the required documents are to be uploaded.)
- f) Data on past experience if any **as per** the Specification.(Scanned copy to be uploaded)
- g) Proof of Manufacturer, Supplier, Authorised dealer, permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- h) Any other document required, is to be uploaded.
- i) Schedule of prices in the prescribed proforma in the price bid sheet provided in ***.xls** format.
- j) Photostat copies of type test certificates of materials/equipments offered as stipulated in the Technical Specification

11. Conditional Offer:

Conditional offer shall not be accepted.

12. General Instruction to the Bidders : -

- i) The bidder must get him registered in tender portal by paying an amount of **mentioned in website, through e-payment gate way**. This registration is valid for one year.
- ii) The tender paper cost (Form fee non refundable) for an amount of **Rs 6720/- to be deposited in shape of DD**.
- iii) The tender processing fee for an amount of **Rs 2944/-(Non-refundable) is to be paid to KSEDC Limited, Bangalore through e-payment gateway**.
- iv) The EMD amount as specified is to be paid in shape of DD.
- 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 Bidder.
- vi) Notice inviting tender shall form part of this specification.
- vii) The EMD shall be returned to the unsuccessful bidders after finalization of tender on written request.

- viii) It should be distinctly understood that the price bid and techno-commercial bid shall contain only details/documents relating to price and technical details, as mentioned herein above.
- ix) **The Bidder must submit the EMD amount, cost of tender document in shape of draft and proof of Tender processing fee in a sealed cover envelope super scribing the Tender Notice No & Date of opening of tender. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of Opening of tender.**

PART-I

SECTION-II

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

1. Scope of the contract:

This specification covers “**Construction of Safety Zone Fencing of switchyard of 400/220/132/33KV Grid S/S Meramundali Under EHT (O&M) Division, Meramundali**” as per technical requirement mentioned in Section – IV of the tender specification.

2. 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, Chainpal 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 supplier” 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 “Equipment” shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- 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** and drawings, attached thereto as well as all samples and pattern, if any.
- 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 of equipment and material at the consignee’s store/site. The cost is inclusive of all taxes, packing, forwarding and insurance and freight charges.
- 2.12 The term “Contract document” shall mean and include GTCC, specifications, schedules, drawings, 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. Timing & Manner of execution:

- i) The above work may be carried out/Execute at site within 15days & complete the same within Two Months from the date of placing the work order. (The completion period shall be reckoned from the date of placing the detailed (Final) Work Order, as may be specified in work order).
- ii) The work should be executed to the full satisfaction of the concerned Authorities strictly as per the direction laid down in the work order / the instruction of the officer In-charge. Any substandard materials supplied/ substandard work noticed / negligence in discharging the entrusted works should be replaced/rectified immediately on receipt of such complaint from concerned officers in charge Non response to the above complaint may lead to termination of work order with forfeiture of security deposit.

4. DEPLOYMENT OF PERSONNEL.

- a) The Contractor shall be responsible for engagement of required number of trained persons having uniforms and ID Cards in each unit as per schedule of quantity for above work.
- b) The Contractor shall engage sufficient manpower for timely completion of the work
- c) The Contractor shall be responsible for all payments of above persons engaged by him for the above work, including all other statutory dues. OPTCL shall not be held responsible for any unrest caused by the above persons on account of their engagement by the Contractor. During any unrest if any equipment or offset of OPTCL is damaged by irate workmen, the same shall be recovered from the contractor / his pending bills, if any.
- d) The Contractor shall be responsible for the proper behavior of all the persons engaged by him and shall exercise proper degree of control over them.
- e) Neatly typed address with recent stamp size photos of the persons to be deployed for above work are to be submitted with the concerned authority for record and permitting the persons with a valid entry gate pass into the premises of the working places.
- f) In case of replacement/ substitute of the deployed person, the contractor is required to intimate the same to the authority and obtain permission with an entry (gate) pass in favour of the new person duly surrendering the earlier pass.
- g) The Contractor is fully responsible for any accident (General/ Electrical)/ met by the deployed persons during execution of the contract. It is the responsibility of the contractor for

any compensation arising out of aforementioned accident and to be disposed off by the contractor only.

- h) The manpower engaged should be trained in management of waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions. This shall be the responsibility of the contractor to collect all the sweepings, garbage and wastes and transport/dispose of the same to the nearest pit actually earmarked by the local authority.
- i) No other person except Contractor's authorized representative shall be allowed to enter the office premises of OPTCL.
- j) Within the premises of the OPTCL, the Contractor's personnel shall not do any private work other than their normal duties.
- k) The contractor shall deploy one Supervisor (onsite) and adequate number of workers (onsite) for providing services as per scope of work.
- l) **No person below 18 years will be engaged by the Contractor.**
- m) **The Contractor shall recruit his own staff for the contract work. The Contractor's staff will not be treated as OPTCL staff. For any purpose whatsoever facilities/ benefits applicable to OPTCL staff will not be applicable to Contractor's employees.** The Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly for carrying out of the above job. If due to any reason whatsoever OPTCL is made liable to meet any obligation under any of the said laws and enactment's etc. the same shall be recovered from the Security Deposit of the Contractor with OPTCL or from the bills payable to him or failing which it shall be recovered as per law.

5. Language and measures:

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

6. SUPERVISION:-

The supervision of the above work shall be done by the contractor or his representative. The Officer-In-Charge will cross check the services on sample basis and may impose penalty for any negligence.

7. Bidder to inform himself fully:-

The Firm shall examine the instructions to bidders, general conditions of contract, specification and the completion schedule to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. He may inspect the site & verify the physical condition prior to submission of the bid, at his own interest. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the Firm/Bidder other than the information given to the Bidder in writing by the purchaser.

8. Bidders Default Liability:-

[i] The Purchaser may, upon written notice of default to the bidder, terminate the contract in circumstances detailed hereunder.

[a] If in the judgment of the Purchaser, the bidder fails to complete the repair work within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the manufacturer/Repairer.

[b] If in the judgment of the Purchaser, the bidder fails to comply with any of the provisions of this contract.

[ii] In the event the Purchaser does not terminate the contract, bidder shall be liable to the Purchaser for penalty for delay until the equipment is accepted. This shall be based only on written request of the bidder and written willingness of the Purchaser.

9. Force Majeure:-

The Bidders 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 Bidder 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 as facts justify .

10. Extension of time:-

If the completion period is delayed due to reasons beyond the control of the Firm, the Firm 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 as may be reasonable but without prejudice to other terms and conditions of the contract.

11. Guarantee period: -

[i] The work shall be guaranteed against defects in design, quality of materials used ,workmanship of the repair & satisfactory performance for a period of at least 18 [Eighteen] months from the last date of completion or 12 [twelve] months from the date of commissioning whichever is earlier. Any defect noticed during this period shall be rectified by the Bidder free of cost to the purchaser(OPTCL) provided such defects are due to faulty design, bad workmanship or bad materials used, within three months upon written notice from the purchaser , failing which the Security Deposit/BG will be forfeited.

The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. The Bank Guarantee is to be extended accordingly.

12. 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 purchaser. Orders may also be split up between different Bidders on individual merits of the Bidder. The purchaser has exclusive right to alter the quantities of materials/ equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery schedule of the materials. It may be clearly understood by the Bidder that the purchaser need not assign any reason for any of the above action[s].

13. B.G. TOWARDS SECURITY DEPOSIT, 100% PAYMENT AND PERFORMANCE

GUARANTEE:

[i] A Composite Bank Guarantee as per the Performa , which will provide during Work order for 10% [ten percent] of the total FORD cost of the purchase order, shall be furnished from any nationalized/scheduled bank having a place of business at Angul, to the office of General Manager [EHT [O&M] Circle, Chainpal] OPTCL within 15 days from the date of issue of the purchase order, The BG shall be executed on non judicial stamp paper worth of Rs.101.00 [Rupees One Hundred One] only or as per the prevalent rules, valid for a period of 2 months more than the guarantee period , for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should be capable of being en-cashed at Angul before the Bank Guarantee is accepted and all concerned intimated.

OR

The Firm may deposit the same may be furnished in shape of Bank Draft/Demand Draft to be drawn in favour of EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch. (In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee is Nonrefundable).

[ii] No interest is payable on any kind of Bank Guarantee.

[iii] In case of non-fulfillment of contractual obligation, the security deposit (BG/Cash) shall be forfeited.

[iv] Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum of appropriating in part or whole from the Security Deposit of the Contractor. In the event of the Security Deposit being insufficient, the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due. The Contractor shall pay to the OPTCL on demand any such balance remaining due.

[v] In the event of any breach of the terms of the contract by the Contractor or any loss or damage occurred to the OPTCL which in the opinion of the OPTCL has arisen, the decision where of shall be final and binding on the Contractor or in the event of the termination of the contract or for any such breach, the Security Deposit is liable to be forfeited. The decision of forfeiture shall be final and binding on the Contractor.

14. Terms of Payment.

(A) 100 % (Hundred percent) cost of the work along with taxes & duties if any will be paid after completion of the work, verification thereof, & against approval of Composite Bank Guarantee , & guarantee certificate.

(B) The Bidder shall furnish Composite Bank Guarantee/DD of appropriate amount to OPTCL towards Security Deposit covering 10% of F.O.R. Destination cost of the work order well in advance, within 15 days from the date of issue of the work order, & treat as acceptance of Order.

15. Penalty for Delay in Completion of Contract

If the Firm fails to deliver the materials/equipments within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall

recover from the Repairer, penalty for a sum of half percent (0.5 percent) of the Ex-works price of the incomplete portion for each calendar week of delay or part thereof. The total amount of penalty shall not exceed five percent (5%) of the contract price.

16. 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.

17. Correspondences.

- i) Any notice to the supplier under the terms of the contract shall be served by Registered Post or by hand at the Supplier'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:-

Purchaser: General Manager,
EHT (O&M) Circle, OPTCL, Chainpal,
OPTCL
AT/PO: CHAINPAL COLONY,
DIST: ANGUL (ODISHA), Pin-759104,
Email-ehm.cle.chp@optcl.co.in

Bidder: Address
Telephone No.
Fax No.

18. EVALUATION OF PRICE BIDS:-

- a) Order on the firm will be placed on the basis of L1 evaluated price of qualified bidders and, if required negotiations will be held with L1 bidder. However OPTCL reserves the right to split up the orders among bidders on individual merits of the bidders, if the situation so warrants, in the interest of OPTCL. All the bidders may be required to explain / justify the basis of their quoted rates as and when asked for. In case, any bidder fails to justify his quoted rates or refuses to co-operate in this regard, they will not be considered for participating in the tendering with forfeiture of EMD and will not be allowed to participate in any future tender for a period of 6 months to 5 five years as the case may be.

19. SAFETY REQUIREMENT:-

- (i) The Contractor shall provide First-Aid and emergency medical facilities for his employees.
- (ii) The Contractor shall take requisite precautions and use his best endeavors to prevent any riot and unlawful behavior by or amongst his persons for the preservation of peace and protection of OPTCL property.
- (iii) The Bidder must be followed the OPTCL safety Rule while performing the work. The workmen must provided Safety Equipments by the contractor while performing the works .No

deviation will be allowed and the consignee has the power to stop the work at any time for any breach of safety Practice. The contractor is fully responsible for any loss of Man & Materials at the time of execution of work.

20. DISPUTE SETTLEMENT:-

Any dispute or difference arising out of the contract shall be mutually settled, but if the Contractor disagrees to such settlement the decision of General Manager, EHT (O&M) Circle, Chainpal or his authorized representative shall be final & binding.

21. Paying Officer and Consignee

- Paying Officer: DGM, EHT (O&M) Division, Meramundali, At-Kantabania, Po-Kusupanga, Dhenkanal-759121.
- Consignee & Verifying Officer: SDO, 440/220/132/33KV Grid S/S Meramundali.

22. Outright Rejection of Tenders

Tenders shall be out rightly rejected if the followings are not complied with:

1. Tenders shall be accompanied with the prescribed earnest money deposit, Paper Cost.
2. Tenders shall be kept valid for a minimum of 180 days from the date of opening of the tender.
3. Tenders shall be accompanied with clear valid Xerox copy of GST registration (if applicable), & clearance certificate, PAN card, which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
4. Abstract of general terms and conditions of contract.
5. Bidders not fulfilling the qualifying criteria as mentioned in **ELIGIBILITY FOR SUBMISSION OF BIDS.**
6. The bidders have to unconditionally comply with tender specification.

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	Bidders information	ANNEXURE-III
4	Bank Guarantee Form	ANNEXURE-IV

ANNEXURE - I
DECLARATION FORM

To

The General Manager (Elect)
EHT O&M Circle, OPTCL, Chainpal

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 execution of works covered therein complete 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 the materials/equipments delivered 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 *online payment /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter / 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-21 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 20____

Yours faithfully

Signature of the Bidder
with seal of the company

[This form should be dully filled in by the bidder 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: E-Challan No. & Date.	
2	Contractor's work experience including user's certificate furnished	Yes/No
3	Manner of work :- Whether agreeable to OPTCL's desired manner as indicated .	Yes/No
4	Whether agreeable to furnish Composite B.G. in case his tender be successful.	Yes/No
5	Terms of payment:- Whether agreeable to OPTCL's terms regarding payment'	Yes/No.
6	Nature of price:- FIRM	Yes/No
7	Penalty:- Whether agreeable to OPTCL's terms .	Yes/No
8	Validity: - Whether agreeable to OPTCL's terms	Yes/No
9	Whether declaration form duly filled in furnished.	Yes/No.
10	Whether scanned copy of required documents furnished.	Yes/No.

Place: -

Date: -

Signature of the Bidder
with seal of the company

ANNEXURE-III
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	EMAIL:-	
9	GST NO.	
10	PAN NO.	

Place: -

Date: -

Signature of the Bidder
with seal of the company

ANNEXURE-IV

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND EMD.

This Guarantee Bond is executed this _____ day of _____ 20__ by us the _____ Bank at _____

P.O. _____ P.S. _____

District _____ State _____

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 notwithstanding 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, Chainpal, 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 Angul (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 Angul(ODISHA) a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness ((Signature, names & address)

- 1.
- 2.

PART-I (SECTION-IV)

TECHNICAL SPECIFICATION:-

The Scope of work: - The scope of works must covers the followings & as per drawing.

- i) Construction of Safety Zone Fencing as mentioned at Grid S/S Meramundali.
- ii) Steel having IS-1786 shall be used of any reputed brand which are established, reliable, indigenous and primary producer of steel having integrated steel plant (ISP), using iron ore as basic raw materials as per ministry of steels guideline. No re rolled steel shall be permitted in work.
- iii) 53 grade cement shall be used of any reputed manufacturers of cement inside the state.
- iv) Pond watering shall be provided for the work as per the instruction of site in-charge. The contractor has to arrange adequate supply of clean water required for the work whenever necessary at his/her own cost.
- v) The successful bidder shall make his own arrangement for all materials and T&Ps such as concrete mixture, vibrator, PRR etc. for the work.
- vi) The quoted rate for the work will deem to include all incidental items which may necessary for construction of benchmarks, level pillars, profiles, benching levels of the ground etc where required. No extra payment or claim will be admissible on this ground.
- vii) Cleaning of debris where necessary shall be considering as incidental to the work and shall be contractor's responsibility to clean it.

<u>Sn</u>	<u>Description of Items</u>	<u>Unit</u>	<u>Quantity</u>																																			
	<u>FOR A SPAN OF FENCING OF LENGTH 9.25 R. MTR. WITH 25 MM EXPANSION JOINT AT END (AS PER DRAWING)</u>																																					
1	Earth Work in excavation in foundation trenches in ordinary soil within 50m, initial lead and 1.5m, initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth and as per direction of the Engineer-in-charge. [Column footing (4x.8mx.8x.825=2.11)]	Cum	2.11																																			
2	Filling foundation and plinth with sand well watered and rammed including conveyance including cost of sand.[Column footing (4x.8mx.8x.05=0.13)]	Cum	0.13																																			
3	Cement concrete (1:4:8) with 4cm size hard granite metal including cost, conveyance, royalties etc. [Column footing (4x.8mx.8x.075=0.192)]	Cum	0.192																																			
4	Cement concrete (1:1½:3) with 12mm size broken hard granite chips for R.C.C. works including hoisting and lying. i) Coloumn Footing 4 X 0.600 X 0.60 X 0.2=0.288 ii) Column 4 X 0.250 X 0.25 X 1.75=0.438 iii) Plinth Beam 1 X 0.250 X 0.275 X 9.25=0.636 iv) Fixing Angle 3 X 0.250 X 0.200 X 0.3=0.045 Total 1.406	Cum	1.406																																			
5	Supplying ,fitting and placing uncoated HYSD bar reinforcement complete as per drawing and technical specification <table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;"><u>8MM</u></td> <td></td> <td style="text-align: center;"><u>10MM</u></td> <td></td> </tr> <tr> <td>(i) Coloumn Footing</td> <td>2X7X0.75 =</td> <td>10.5m</td> <td></td> <td></td> </tr> <tr> <td>(ii) Column</td> <td>4X14X0.9 =</td> <td>50.4</td> <td>4X4X2.375 =</td> <td>38.00m</td> </tr> <tr> <td>(iii) Plinth Beam</td> <td>45X0.95 =</td> <td>42.75</td> <td>5X9.3 =</td> <td>46.50m</td> </tr> <tr> <td>Total</td> <td></td> <td>103.65</td> <td></td> <td>84.50m</td> </tr> <tr> <td></td> <td>@ 0.00395</td> <td>Qntl/mtr 0.409</td> <td>@ 0.00617</td> <td>Qntl/mtr 0.521qntl</td> </tr> <tr> <td>Total Wt. Of Bar</td> <td></td> <td></td> <td></td> <td>0.931qntl</td> </tr> </table>		<u>8MM</u>		<u>10MM</u>		(i) Coloumn Footing	2X7X0.75 =	10.5m			(ii) Column	4X14X0.9 =	50.4	4X4X2.375 =	38.00m	(iii) Plinth Beam	45X0.95 =	42.75	5X9.3 =	46.50m	Total		103.65		84.50m		@ 0.00395	Qntl/mtr 0.409	@ 0.00617	Qntl/mtr 0.521qntl	Total Wt. Of Bar				0.931qntl	Qntl	0.931
	<u>8MM</u>		<u>10MM</u>																																			
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6	Rigid and smooth centering and shuttering for R.C.C. works including false works and dismantling them after casting including cost of materials complete in ground floor. R.C.C. foundation, plinth band and footings bases of columns mass concrete precast slabs etc. i) Coloumn 4 X 4.000 X 0.60 X 0.2 = 1.920 Footing ii) Plinth Beam 1.000 X 0.800 X 8.25 = <u>6.600</u> = 8.520Sqm	Sqm	8.520
7	Rigid and smooth centering and shuttering for R.C.C. works including false works and dismantling them after casting including cost of materials complete in ground floor. R.C.C. foundation, plinth band and footings bases of columns mass concrete precast slabs etc. i) Column 4 X 4.000 X 0.25 X 1.75 = 7.000Sqm	Sqm	7
8	Brick work with Fly ash bricks 25cm× 12cm × 8cm size having crushing strength not less than 75kg/cm ² with dimensional tolerance ± 8 percent in cement mortar (1:6) in foundation and plinth 3(2.75X1.2X0.25) =2.4750Cum	Cum	2.4750
9	12mm. thick cement plaster (1:6) for brick work. 2(9.25X1.475) + (9.25X0.25) = 29.601Sqm	Sqm	29.601
10	Supplying, fabrication and fixing MS Angle of size ISA (65X65X8) complete as per drawing and technical specification. 4 X 1.50 = 6.00 mtr @ 0.076 Qntl/ mtr 0.462 Cutting and fabrication loss @ 5% 0.023 Total 0.485Qntl	Qntl	0.485
11	Fixing of Barbed wire fencing and post by means of staples and straining hooks by means of tying with G.I wire and including cost of staples, hooks and tying wires @ 200 MM c/c in horizontal position and diagonal crossing in each span of 1.5 Mtr with supply of 12X12 Barbed wire made out of 2.5 MM TATA Wiron. <i>Horizontal</i> 9.00 X 7.000 = 63.000Mtr <i>Cross</i> 3 x 2.00 x 1.921 = 11.526Mtr = 74.526Mtr <i>Cutting and binding loss</i> @ 5% = 3.726Mtr <i>Total</i> = 78.252 @ 0.0016 Qntl/ mtr 0.131Qntl	Qntl	0.131
12	Total Cost for construction of Fencing of length- 9.25Mtr is (Sub Total from Sl.1 to Sl.11) (Excluding GST & Cess)	38,255.86	
13	Total Cost for construction of Fencing of length of 1Mtr is	4,135.77	
14	Total Cost for construction of Fencing of length- 507Mtr is (Excluding GST & Cess)	20,96,834.78	
15	Add 18% GST on Sl.14	3,77,430.26	
16	Add 1% Cess on Sl.14	20,968.35	
17	After including GST@18% & Cess@1% Total Cost for construction of Fencing of length 507Mtr (Grand Total=Sl.14+Sl.15+Sl.16)	24,95,233.39	

GENERAL MANAGER
EHT (O&M), CIRCLE, CHAINPAL