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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- 03/2018-19

FOR

**Earth cutting in between location No. 223-224 of 132 KV
Bhanjanagar-Phulbani SC line
UNDER EHT (O&M) DIVISION, BHANJANAGAR**

ISSUED TO

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COST OF TENDER PAPER = Rs. 2000/- + 12% GST = Rs. 2240/-



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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:ASKA(ODISHA), PIN: 761 124
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TENDER CALL NOTICE No. 03/2018-19

For and on behalf of OPTCL, sealed tenders are invited by the undersigned from registered Civil and HT contractors having valid contract License, labour license, IT PAN, GST Certificate towards "Earth cutting in between location No. 223-224 of 132 KV Bhanjanagar-Phulbani SC line under EHT (O&M) Division, Bhanjanagar as per table below.

Commencement of Sale of Tender Paper: - From Dated 04.09.2018, 11 AM to Dated 19.09.2018, 12 Noon.

Last Date of Submission of Tender Paper: - Dated 19.09.2018 up to 2:00 PM.

Date of Opening of Tender Paper: - Dated 19.09.2018 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-03 / 2018-19, EHT (O&M) Division, Bhanjanagar	Earth cutting in between location No. 223-224 of 132 KV Bhanjanagar-Phulbani SC line	Rs 2,242/-	2,000/- + 12 % GST (Rs. 2,240/-)	04-09-2018 (14.00 Hrs) & 19-09-2018 (15.00 Hrs)

The Tender specification can be obtained on payment of Rs. 2,000/- + GST@ 12%= Rs. 2,240/- 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- 03/2018-19
OF EHT (O&M) DIVISION, BHANJANAGAR**

FOR

Earth cutting in between location No. 223-224 of 132 KV

Bhanjanagar-Phulbani SC line

UNDER EHT (O&M) DIVISION, BHANJANAGAR

CONTENTS

1. SECTION –I : INSTRUCTIONS TO BIDDERS.
2. SECTION –II : GENERAL TERMS & CONDITIONS OF CONTRACT.
3. SECTION –III : SCOPE OF WORK.
4. SECTION –IV : ABSTRACT OF TERMS AND CONDITIONS
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. 03/2018-19 towards "Earth cutting in between location No. 223-224 of 132 KV Bhanjanagar-Phulbani SC line"**" 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, labour licence, valid HT Licence and valid Civil Licence 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 **Annexure-I**
- 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** 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 10% (ten 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 completion of work as per **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 and not executed by the Contractor, OPTCL may forfeit the whole amount of security deposit.
- 7. COMPLETION OF WORKS:** The works awarded should be completed in all respect within 30 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 10% security-cum-performance guarantee amount as per **clause No. 6** of this tender specification.
- 10. GUARANTEE PERIOD:** The work done by the contractor shall not cover any guarantee. Whereas the security-cum-performance amount so deposited by contractor will be release after successfully completion of work.
- 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 out rightly 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 & HT Contract Licence, I.T. PAN, GST Certificate, Labour Licence, 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:** Earth cutting in between loc. No. 223-224 of 132 KV Bhanjanagar-Phulbani SC line under EHT (O&M) Division, Bhanjanagar 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. SUBMISSION OF PROOF REGARDING PAST EXPERIENCE:** The bidders are required to submit the list of his past experience if any regarding similar work done along with the supporting documents.
- 25. 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.
- 26. REJECTION OF WORKS:** In the event of work done by the contractor is found not satisfactory with the requirement of this contract, specifications, the OPTCL shall either reject the work or request the Contractor to rectify the same. The Contractor on receipt of such notice rectify the work free of cost. If the Contractor fails to do so the OPTCL may –
1. At its option rectify 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 with enforcement of penalty as per contract.
 3. Accept the works at reduced price considered equitable under the circumstances.
- 27. 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.
- 28. ARBITRATION:** If at any time any question, dispute or difference what-so-ever arises between the OPTCL and the Contractor, upon or in relation to or in connection with the contract, either party may forthwith give to the other a notice in writing of the existence of such question disputes or difference and the same shall be referred to the adjudication of three arbitrators, one to be nominated by OPTCL, the other by the Contractor and the third by the President of the Institution of Engineers, India. If either of the party fails to appoint its arbitrator, within sixty (60) days after receipt of notice for the appointment of its arbitrator then the President of the institution of Engineers, India shall have the power at the request of either of the parties to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties.
The arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1940 or any statutory modification thereof and shall be held at such place and time in India as the Arbitrators may determine. The decision of the majority of Arbitrators shall be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the Arbitrators.
- 29. 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

Annexure-I

SCOPE OF WORK

Sl. No.	Description of work	Unit	Quantity
1.	Earth work 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 the direction of the Engineer-in-charge.	Cum	1196
2.	Conveyance-Loading of earth into Trucks and Unloading from trucks (Within 50m lead) including stacking per Cum.	Cum	1196

The total area of earth cutting includes

- One side of village road crossing of Length = 30 mtr, Breath = 13 mtr, Height = 1.2 mtr
Area= $30\text{m} \times 13\text{m} \times 1.2\text{m} = 468 \text{ Cum}$
- Other side of road village road crossing of Length = 40 mtr, Breath = 13 mtr, Height = 1.4 mtr
Area = $40\text{m} \times 13\text{m} \times 1.4\text{m} = 728 \text{ Cum}$

Thus, total area= $468 + 728 = 1196 \text{ Cum}$

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 Civil contract License	Yes/No
11	Copy of HT contract License	Yes/No
12	Copy of Labour license	Yes/No
13	Guarantee (Whether agreeable to OPTCL terms):	Yes/No
14	Delivery period (Whether agreeable to OPTCL terms):	Yes/No
15	No relation certificate (Furnished)	Yes/No
16	Agreed to all terms and conditions of the tender specification:	Yes/No

Signature of Bidders with Seal

SECTION-V

PRICE BID FOR NIT- No- 03/2018-19

Sl. No	Description of work	Unit	Quantity	Rate in Rs.	Amount in Rs.
1.	Earth work 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 the direction of the Engineer-in-charge.	Cum	1196		
2.	Conveyance-Loading of earth into Trucks and Unloading from trucks (Within 50m lead) including stacking per Cum.	Cum	1196		
3	Total (1 to 2)				
4	Taxes (if any) to be specified				
5	Labour Welfare charges of item no.(3) if any				
6	Grand Total (3 to 5)				

- 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