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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

OFFICE OF THE DEPUTY GENERAL MANAGER (ELECT.),

EHT (O&M) DIVISION, BHADRAK

AT-GRID COLONY, PO-GELPUR,

DIST-BHADRAK, PIN-756181

EMAIL-ehtm.div.bhadrak@optcl.co.in

CIN-U401020OR2004SGC 007553,GSTIN-21AAACO7873L1Z6

TENDER SPECIFICATION NO.05/2023-24.

FOR

Construction of wall & stone pitching along two sides of the Grid approach road at 132/33KV Grid S/S Agarpada under EHT(O&M) Division, Bhadrak.

SALE OF TENDER SPECIFICATION

DT. 21/09/2023.

LAST DATE SALE OF TENDER SPECIFICATION:

Dt. 10/10/2023 (12:00 PM)

LAST DATE OF SUBMISSION OF TENDER:

Dt. 10/10/2023 (02:00 PM)

DATE OF OPENING OF TENDER:

Dt. 10/10/2023 (03:30 PM)

COST OF TENDER PAPER: RS 2000.00+18% GST (Rs. 2360.00)

ESTIMATED COST: Rs 4,91,070.00 (Including 18% GST)

EMD: Rs 4911.00 (1 % of Estimated cost)

ISSUED TO,

M/s.....

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SECTION-1

OPEN TENDER CALL NOTICE NO. 05/ 2023-24

The Deputy General Manager (Elect.), E.H.T. (O&M) Division Bhadrak invites sealed Tenders from intending Bidders having valid Civil Contract License D class and above with PAN & GST Registration, EPF & ESI Registration Certificate for the following work :

SL. NO	DESCRIPTION	COST OF TENDER PAPER	COMPLETION PERIOD
01	Construction of wall & stone pitching along two sides of the Grid approach road at 132/33KV Grid S/S Agarpada under EHT(O&M) Division, Bhadrak.	Rs. 2000/- +18% GST	90 days from the issue of work order.

The tender specification can be obtained from the office of The DGM EHT (O&M) Division, Bhadrak on payment of **Rs. 2000/- (Two Thousand Only) + GST @ 18%** (Non Refundable) in shape of Cash/Bank Draft in favour of **EHT O&M DIVISION, OPTCL BHADRAK** on any working day from **Dt. 21/09/2023 to Dt. 10/10/2023**. Bank Draft made at any other nationalized bank payable at any clearing branch at Bhadrak will also 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 Non-refundable.

The Tender shall be received Up to 02:00 PM of dated 10/10/2023 & will be opened at 03:30PM on same date in the Office of the undersigned in the presence of the Bidders (or) their Authorized Representatives present if any. If any of the above date happens to be a holiday, the next working day will be the corresponding effective date. Only one tender paper shall be issued to one Bidder. Self-Attested Copy of PAN, Civil Contract License D class and above with GST Registration, EPF & ESI Registration Certificate and GST Registration Certificate failing which the tender will be liable for rejection.

- Date of Sale of Tender Paper: Dt. 21/09/2023 to Dt. 10/10/2023 up to 12.00 PM (During Office Hours)
- Last Date of Receipt of Tender Paper: Dt. 10/10/2023 up to 02:00 PM
- Date of Opening of Price Bids: Dt. 10/10/2023 at 03:30PM
- The undersigned reserves the right to accept or reject all tenders 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.

SECTION-II
INSTRUCTIONS TO THE BIDDER

1. The contract shall be valid only for 180 days from the date of opening of tender. The undersigned reserves the right also to terminate the contract at any time during the contract period without assigning the reasons thereof.
2. The authority reserves the right to award the contract among any responsive bidders against this tender. Besides this, the authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.
3. **The bidder has to submit all the documents as mentioned in Clause No.12 of SECTION-III. Also the documents must be valid on the date of opening of tender and should be submitted along with tender, failing which the tender will be rejected. The bidder or their authorized representatives should produce the original documents mentioned in Clause No.12 of SECTION-III for verification at the time of opening of the tender. Those who fail to produce the same or produce invalid documents on the date of opening of tender or those not matching with the photo copies submitted by the bidder; their tenders will be out rightly rejected. In case, if only one bidder participates in the tender process for work of urgency nature (decided by this office), then undersigned may consider the case (*but not mandatorily) & he will be given a chance to produce original documents in this office within one week from the date of opening of the tender.**
4. In case of any dispute arising either in execution of work or any clause of agreement/ work order, the decision of the Unit Head will be final and binding on the Bidder.
5. Tender with over writing, erased, illegible rates or rates not shown in figures and words in English will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and total amount, the decision of the Competent Authority (Committee or Unit Head) accepting the tender will be final and binding on the bidders. Total of item and grand total of whole tender be clearly written. Correction in the tender, if un-avoidable, should be made by re-writing with dated initial of the bidder after striking out wrong entries. Arithmetical mistakes may result in the rejection of the tender.
6. The bidders shall sign on all pages of the tender document as a token of acceptance of all terms and conditions thereof and submit his quotations therein.
7. The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
8. Request from the bidder in respect of additions, alternations, modifications, corrections of either terms or conditions or rates after opening of the tender will not be considered.
9. If the rate quoted by the bidder is less than 15% of the estimated cost, the tender will be out rightly rejected and the tender shall be finalized basing on merits of rest bids. If all the bids are quoted at 14.99% (Decimal up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives will remain present.
10. **All correspondence relating to the tender shall be made with Dy. General Manager (El.), EHT(O&M) Division, OPTCL, Bhadrak.**

SECTION-III

GENERAL TERMS & CONDITIONS OF CONTRACT

Sealed tenders are invited from intending Bidders having both valid requisite Contract License D class and above with PAN & GST Registration, EPF & ESI Registration Certificate for Construction of wall & stone pitching along two sides of the Grid approach road at 132/33KV Grid S/S Agarpada under EHT(O&M) Division, Bhadrak.

1. SUBMISSION & OPENING OF TENDER:-

Tender shall be submitted with other documents in duly sealed envelope super scribed on the body of envelope Construction of wall & stone pitching along two sides of the Grid approach road at 132/33KV Grid S/S Agarpada under EHT(O&M) Division, Bhadrak.

The bidder should write only Tender Specification No, the name of work and date of opening of the tender on the body of the sealed envelope. Bidder should not write their name or Agency name on the body of the sealed envelope which may make the offer liable for rejection.

2. RIGHT & AUTHORITY FOR REJECTION:- Tenders received after due date and time will be summarily rejected. The Dy. General Manager (Electrical), E.H.T. (O&M) Division, Bhadrak reserves the right to reject any or all of the tenders without assigning any reason thereof.

3. VALIDITY OF OFFER:- The offer should be firm and valid for a period of at least 180 days from the date of opening of tenders unless the tender will be rejected.

4. EARNEST MONEY DEPOSIT:- The bidder is to deposit EMD @ **Rs 4911/-** in shape of **bank draft** drawn in favour of **EHT O&M DIVISION, OPTCL, BHADRAK** payable at Bhadrak(i.e. 1% of the estimated cost.). The EMD of successful tenderers will be refunded after deposit of security-cum-performance deposit. 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, remain with the OPTCL.

5. PRICE:- The bidders are advised to quote their rate as per the price schedule with break up prices and shall remain firm throughout the validity of tender.

6. FORFEITURE OF EMD:

A) In the event the successful tenderer fails to carry out the works / partly carry out the works 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 you are requested to claim the EMD & the Security deposit within the scheduled period.

7. SECURITY DEPOSIT: - The bidder whose offer qualifies for acceptance will be awarded the order for execution of the works and the bidder shall have to deposit performance security amount equal to 10% (ten percent) of contract value in shape of BG/Bank Draft drawn in favour of **EHT O&M DIVISION, OPTCL BHADRAK**. The performance security deposit shall be released after two months of the guarantee period as stated under clause-11 of SECTION-III on receipt of application for this purpose. No Interest shall be paid to the bidder towards the security deposit so deposited by him/her. The performance security deposit shall be

deposited with the respective paying officer of OPTCL prior to commencement of work. In case of non-fulfilment of contractual obligation by the supplier, the same security deposit shall be forfeited.

8. ADDITIONAL PERFORMANCE SECURITY:- The bidders whose offer qualifies for acceptance will be awarded work order for execution of the works and the bidder shall have to deposit "Additional Performance security" i.e. the differential amount between the quoted price & estimated cost for the said work only if the quoted price is less than the estimated cost within seven days from issue of letter from this office in shape of BG/bank draft drawn in favour of **Dy. General Manager, EHT (O & M) Division, Bhadrak** payable at Bhadrak otherwise the bid shall be cancelled & EMD deposited will be forfeited and next qualified bidder shall be called upon for said work. The additional Performance Security deposit will only be refunded after successful completion of the work.

9. COMMENCEMENT & COMPLETION OF WORK: - The work awarded should be commenced from **5** days of the award of the contract and completed within **90** days. If the work could not be completed within scheduled date due to any valid reason, then completion period may be extended on written request by the bidder to authority. If the work will does not commence and is not completed within the stipulated period, then the penalty shall be imposed as per clause No.10 of SECTION-III.

10. PENALTY/ PRICE REDUCTION SCHEDULE: If the work is not completed within the time specified, OPTCL shall recover from the supplier price reduction schedule for a sum of half (0.5) % of the taxable value of the contract of the work for each calendar week of delay or part thereof of the entire work. However the total amount of price reduction shall not exceed 5 % of the taxable value of the contract. However, extension of delivery period is the sole discretion of the authority subject to fulfilment of other criteria's.

11. TERMS OF PAYMENT: - 90 % (ninety percent) payment of the contract value along-with GST As Applicable after deduction of statutory duties & taxes (if any) and further security deposit @10% of contract value shall be made after successful completion of the work in all respect and verification reports thereof issued by respective consignee and Paying Officer and on receipt of funds from Head Office in this regard and the same security deposit shall be released after completion of Guarantee period i.e. 12 months from the date of completion of work. After complete execution of work, the bidder shall produce the printed bills to the respective consignee/Paying Officer for effecting payment.

12. DOCUMENTS: - The following Xerox copy should be submitted with the tender paper & the same will be verified with original documents at the time of opening of tender.

- i. Civil Contract License (D Class & above).
- ii. GST Registration Certificate
- iii. EPF & ESI Registration Certificate (optional)
- iv. Valid PAN .
- v. Experience Certificate (Optional).

13. ADDITION OR DELETION OF CONTRACT:- The Contract may be altered in quantum as per exigencies of work. The bidder shall accordingly provide services as may be required by the Officer- in - Charge on being given a notice of 7 days.

14. ARBITRATION:- In the event of any dispute arising out this contract, the same shall be referred for arbitration to the Director (HRD) OPTCL, Bhubaneswar or any arbitrator appointed by the Chairman- Cum- Managing Director, OPTCL after due notice of claim and such appointment and the award of the arbitrator shall be final and binding and the provision of The Arbitration and Conciliation Act. 1996 shall apply. The venue of arbitration at Bhubaneswar.

15. CONSIGNEE:- The SDO(Elect.), EHT (O&M) Sub-Division ,OPTCL, Agarpada is the consignee and verifying officer .

16. PAYING OFFICER:- The DGM, EHT(O&M) Division, OPTCL, Bhadrak is the Paying Officer for contract.

17. JURISDICTION OF COURT:- Dispute if any, arising against the work order to be issued to the Bidder shall be filed by either party in any court of law to which the jurisdiction of Odisha High Court, Cuttack extends. The Authority reserves the right to reject the notice/ award the contract among any responsive bidders against this tender without assigning any reason thereof. All other terms and conditions will be governed by the rules of OPTCL.

18. EXTENSION OF TIME: If the completion of work is delayed due to reason beyond the control of supplier, the supplier shall without delay, give justification. The competent authority on receipt of such notice may agree to extend the contract completion date, if reasonable but without prejudice to other terms and conditions of this contract.

19. LANGUAGE AND MEASURES: All documents pertaining to the contract including specifications, schedule, notices, correspondence, or any other write-up shall be written in English language. The metric system of measurement shall be used exclusively in this contract unless otherwise any other measuring system is mentioned.

20. SAFETY PRACTICE: The Bidder must follow the OPTCL safety Rules while performing the work. No deviation will be allowed and the consignee has got absolute power to stop the work at any time on the breach of safety.

21. BIDDER'S RESPONSIBILITY

(A) Notwithstanding anything mentioned in the specification or subsequent approval or acceptance by the competent authority, the ultimate responsibility for satisfactory performance shall rest with the successful bidder.

(B) **Clear-cut instructions are to be issued to the persons deployed regarding their working place which is EHV premises.**

(C) **The successful bidder should be completely responsible for any electrical accident met by the deployed personnels due to their negligence during execution of work as per the prevailing Labour Act , Odisha.**

22.FORFEITURE OF SECURITY/EMD : The EMD not claimed for refund within a period of one year from the date of issue of our Work Order and security deposit not claimed for refund within a period of Three years after completion of contract will be forfeited.

23.OUTRIGHT REJECTION OF TENDERS:- The tenders shall be liable for outright rejection if the following have not been complied.

- a) Tenderers should have purchased the tender specification from the office of the D.G.M., EHT (O&M) Division, Bhadrak in his own or firm's name.
- b) Tenders shall be submitted in person or by Registered Post with A.D. and received before the time fixed for receipt of tender.
- c) Tenders shall not be submitted telegraphically or by FAX.

- d)** Tenders shall be accompanied with the prescribed EMD.
- e)** Tenders shall be kept valid for a minimum of 180 days from the date of opening of the tender.
- f)** Tenders shall be accompanied with original money receipt, clear valid attested photo copies of PAN No, GST Registration Certificate and requisite Civil Contract License, & EPF/ESI Registration Certificate (optional) 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 bidder or his/her authorized representative.
- g)** The tender shall not be conditional/ ambiguous.
- h)** The tenderer shall agree to all other terms and conditions of the tender specification.
- i)** The Authority is not responsible for any postal delay.

SECTION-IV
PRICE SCHEDULE

Construction of wall & stone pitching along two sides of the Grid approach road at 132/33KV Grid S/S Agarpada under EHT(O&M) Division, Bhadrak.

Sl. No.	Description of Items	Unit	Quantity	Rate (in Rs.)	Amount (in Rs.)
1	Excavation of earth and unwanted materials along two sides of the road (soft Soil)	Cum	26.48		
2	Supply and filling of good quality of sand, watered and rammed including material, labour and T&P Cost etc.	Cum	31.74		
3	P.C.C (1:3:6) in 40 mm aggregate with cost of cement & w/o steel including material, labour and T&P Cost etc.	Cum	4.413		
4	RRHG stone masnory with in cement mortar(1 :6) in foundation, plinth and super structure including material,labour & T & P Cost etc	Cum	71.89		
5	12 mm thick cement plaster (1 : 6) over the brick wall and neat cement punning including material,labour & T & P cost etc	Sq. Mtr	239.36		
	Sub Total				
	Add CGST @9%				
	Add SGST @9%				
	Total				

SECTION-V
ANNEXURE – I

DECLARATION BY THE BIDDER

1. Name of the bidder with detailed postal address & Contact Number.
2. Earnest money deposited vide Cash receipt/ Bank Draft No
Dated.....Amount in Rs
(Rupees.....) only
3. Xerox copy of PAN No: Furnished/ not furnished
4. CIVIL Contract License Furnished/ not furnished
5. Xerox copy of GST Registration No. Furnished/ not furnished
6. Xerox Copy of EPF &ESI registration No. Furnished/not furnished
7. Agreed to furnish & accept Contract Security deposit clause: Yes/ No.
8. Agreed to accept payment terms as per Tender Specification. Yes/ No.
9. Agreed to adhere Completion period as per the contract: Yes/ No.
- 10 .Agreed to accept penalty clause as per the tender: Yes/ No.
11. Attach past experience certificate for the similar jobs in OSEB/ GRIDCO/OPTCL or any other agencies: Yes/ No.
12. Agreed to keep validity of the offer for one year from the Date of tender opening without any variations in tender clause: Yes/ No.
13. Agreed to obtain labour contract license on event of work order from the competent authority (if required): Yes/ No.

Date:

Signature of the Bidder
(With seal)

ANNEXURE – II

THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING DETAILS AS PER THE FORMAT GIVEN BELOW WHICH IS A MANDATORY REQUIREMENT FOR EVALUATION OF BIDS

SL NO	DETAILS	TO BE FILLED BY THE BIDDER
1	BIDDER'S NAME	
2	BIDDER'S SITE NAME (NAME OF THE PLACE)	
3	ADDRESS	
4	CITY	
5	STATE	
6	COUNTRY	
7	PIN CODE	
8	PHONE NUMBER	
9	FAX NUMBER	
10	CIVIL LICENSE	
11	GST REGISTRATION NUMBER	
12	PAN NUMBER	
13	TAN NUMBER	
14	CONTACT PERSON'S NAME	
15	POSITION/DEPARTMENT OF CONTACT PERSON	
16	CONTACT PERSON'S E-MAIL ID	
17	CONTACT PERSON'S PHONE NO.AND MOBILE NO.	
18	CONTACT PERSON'S FAX NUMBER	

Signature of Bidder with Seal