

# TENDER SPECIFICATION NO. CLD/ SLDC- 01 / 2018-19

FOR

# ANNUAL MAINTENANCE CONTRACT FOR EXISTING AC MACHINES INSTALLED AT SLDC BUILDING, OPTCL, MANCHESWAR, BHUBANESWAR

DATE OF SALE OF TENDER PAPER--

Dt. 02.04.2018 to 16.04.2018 (During office hours)

COST OF TENDER PAPER---

Rs.2,000.00 + 18% GST.

THE LAST DATE AND TIME OF RECEIPT OF TENDER - Dt. 16. 04. 2018 up to 5.00PM

THE DATE OF OPENING OF TENDER -

Dt. 17.04.2018 at 11:00 AM



**STATE LOAD DESPATCH CENTRE** OFFICE OF THE CHIEF LOAD DESPATCHER

ODISHA POWER TRANSMISSION CORPORATION LIMITED GRIDCO Colony, P.O.- Mancheswar Rly. Colony, Bhubaneswar-17, FAX-0674- 2748509, CIN: U40102OR2004SGC007553

# TENDER NOTICE NO. CLD/ SLDC- 01 /2018-19

No.

Dt.

For and on behalf of State Load Despatch Centre, Chief Load Despatcher, SLDC, Mancheswar invites Sealed tenders from reputed Air Conditioner repairing firms for the work "Annual Maintenance Contract for the AC Machines installed at SLDC Building, OPTCL, Mancheswar, Bhubaneswar ". Tender papers & detailed Technical Specification can be purchased from the office of the Chief Load Despatcher, SLDC during office hours on working days or can be downloaded from OPTCL's official website <u>http://www.optcl.co.in</u> as well as from SLDC's official website <u>http://www.sldcorissa.org.in/</u> w.e.f. dt. 02 .04. 2018 to dt.16.04.2018 up to 05.00PM. The last date for receipt of tender is dt. 16.04.2018 upto 05.00PM. Tender shall be opened on dt. 17.04.2018 at 11.00 AM. The Corrigendum if any will be published in the web sites only.

#### CHIEF LOAD DESPATCHER SLDC, MANCHESWAR

CC to

- 1. CGM (IT), OPTCL for kind information & necessary action. He is requested to hoist the tender notice in the OPTCL website for wide circulation.
- 2. DDO, SLDC, OPTCL, BBSR for information & necessary action.

# **DISCLAIMER**

Though adequate care has been taken for preparation of this document, the bidder shall satisfy himself that the document is complete in all respect. Intimation of any discrepancy shall be given to this office immediately.

The State Load Despatch Centre (SLDC) reserves the right to modify, amend or supplement or cancel this document.

Some company / firm names have been mentioned only to provide a sense of standard and not to show preference and prejudice.

# **SECTION – I**

# **INSTRUCTIONS TO TENDERERS**

# TABLE OF CONTENTS

<u>Clause</u>	<u>Title</u>	<u>Page</u>
1.	Submission of Bids.	6
2.	Specification.	6
3.	Tender shall be in single part	6
4.	Opening of Bids.	6
5.	Purchaser's Right Regarding Alternation of Quantities Tendered.	7
6.	Procedure & Opening Time of Tenders.	7
7.	Bidders' Liberty to Deviate from Specification.	7
8.	Eligibility for submission of Bids.	7
9.	Purchasers Right to Accept/Reject Bids.	8
10.	Mode of Submission of Bids.	8
11.	Earnest Money Deposit.	8
12.	Validity of Bids.	9
13.	Price.	9
14.	Revision of Tender Price By Bidders.	9
15.	Tenderers to be fully Conversant with the Clause of the Specification.	9
16.	Documents to Accompany Bids.	9
17.	Conditional Offer.	10
18.	General.	10

# **SECTION - II**

# GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C.)

# TABLE OF CONTENTS

Clause	Title	Page
1	Scope of the Contract.	11
2	Definition of term.	12
3	Manner of execution.	13
4	Rejection of Materials.	13
5	Experience of Bidders.	14
6	Language & Measures.	14
7	Deviation from Specification.	14
8	Right to Reject/Accept Any Tender.	14
9	Contractor to Inform Himself fully.	15
10	Patent Rights etc.	15
11	Completion Period	15
12	Contractors Default Liability.	16
13	Force Majeure.	16
14	Extension of Time.	16
15	Guarantee Period.	16
16	Bank Guarantee towards Security Deposit.	17
17	Performance Guarantee.	17
18	Import License.	18
19	Terms of Payment.	18
20	Penalty	18
21	Payment due from the Contractor.	19
22	GST Registration Certificate	19
23	Contractor's Responsibility.	19
24	Validity.	19
25	Evaluation & comparison of Bids.	19
26	Jurisdiction of the High Court of Odisha.	20
27	Correspondences.	20
28	Official Address of the Parties to the Contract.	20
29	Outright Rejection of Tenders.	20
30	Documents to be Treated as Confidential.	21
31	Scheme/Project.	21

# SECTION - I

# **INSTRUCTIONS TO TENDERER**

#### 1. Submission of Bids:-

Sealed tenders in duplicate in single part each complete with all respect, in the manner hereinafter specified are to be submitted in the office of Chief Load Despatcher, SLDC, OPTCL, Mancheswar, Bhubaneswar on or before the date and time specified against the relevant tender Specification in the notice inviting the tenders. Each copy of the bids (Original & Duplicate ) shall be in separate double sealed envelopes super scribed on each of the covers the relevant tender Specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left top sides original/duplicate as is relevant, shall be written.

#### 2. <u>Specification</u>:

(i)	Section-I	:	Instructions to Tenderers.
(ii)	Section-II	:	General conditions of supply (commercial).
(iii)	Section-III	:	Technical Specification.
(iv)	Section-IV	:	List of Annexures.
(v)	Schedule of	prices	as per Annexure-III.

#### 3. Tenders shall be in single Part:

The Tenderers are required to submit the tenders in single-part in double sealed covers shall be super scribed as "E.M.D., Technical and Commercial" and

#### as "Price Bid".

#### 4. Opening of Bids.

- (a) The tender shall be opened in the office of the Chief Load Despatcher, SLDC, OPTCL, Mancheswar in presence of such of the Tenderers or their authorized representatives (limited to one person only) on the due date of opening of tender and after scrutiny of the technical particulars and other commercial terms, clarifications as may be required, shall be sought for from the bidders.
- (b) On receipt of technical clarification, the bids shall be reviewed/evaluated and those not in conformity with the technical Specification/qualifying experience, shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

(c) The bidders are required to furnish sufficient information to the Purchaser to establish their qualification capability for supply the materials and perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.

#### 5. <u>Purchaser's Right Regarding Alteration of Quantities Tendered</u>.

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the Purchaser may place order for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Order may also be split among more than one Tenderer for any particular item if considered necessary in the interest of the Purchaser.

#### 6. <u>Procedure & Opening Time of Tenders</u>:

Tenders will be opened in the office of the Chief Load Despatcher, SLDC, OPTCL, Mancheswar, on the specified date and time in presence of such of the Tenderers or their authorized representatives (limited to one person only) in case of each bidders who may desire to be present, at the time of opening the bids. The Chief Load Despatcher, SLDC, OPTCL, Mancheswar, or his authorized representatives will, on opening of each bid, read aloud the name of the bidder. He shall also read aloud the attested and un-attested corrections and shall record the number of such corrections on each page of the technical bid over his dated initials and also initial all such corrections.

## 7. <u>Bidder's Liberty to Deviate from Specification</u>:

The Tenderer may deviate from the Specification while quoting if in his opinion such deviation is in the line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation.

## 8. <u>Eligibility for Submission of Bids</u>.

Tenderers who have purchased the Specification from the office or downloaded from the official website of OPTCL/SLDC & deposited the tender cost while submitting the tender will only be considered.

#### 9. <u>Purchaser's Right to Accept/Reject Bids</u>.

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL under the existing circumstances. (Read with Clause-08, Section-II of the Specification).

#### 10. <u>Mode of Submission of Bids</u>.

- (A)Bids, complete in all respect shall be submitted in person or by registered Post with A.D. Any other mode shall not be accepted. When delivered in person, the tenders shall be received by a responsible officer of the office of the Chief Load Despatcher, SLDC, OPTCL, Mancheswar who shall officially acknowledge the receipt of the same. Tenders received after due date and time shall be returned un-opened.
- (B) <u>**Telegraphic, Telephonic or FAX Tenders**</u> shall not be accepted under any circumstances.

#### 11. (i) <u>Earnest Money Deposit</u>.

The tender shall be accompanied by Earnest Money Deposit of value specified in the notice inviting tenders against each lot/bid. Tenders without the required E.M.D. will be rejected outright.

The earnest money deposit shall be furnished in shape of **Bank Draft**: to be drawn in favour of **POWER SYSTEM**, **OPTCL** payable at Bhubaneswar.

- (ii) No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with SLDC, Odisha Power Transmission Corporation Limited
- (iii) In the case of un-successful Tenderer the Earnest Money will be refunded immediately after the tender is decided. In the case of successful tenderer, EMD will be refunded only after furnishing of security money referred to at Clause-16 of section –II. 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.
- (iv) Earnest Money will be forfeited if the Tenderer fails to accept the letter of intent and / or purchase orders issued in his favour.

#### 12. Validity of the Bids

The tenders should be kept valid for a period of 180 days from the date of opening of the tender as notified in the tender notice failing which the tenders will be rejected.

#### 13. **<u>PRICE</u>**

Tenderers are requested to quote FIRM price only **excluding GST**.

## 14. **<u>Revision of Tender Price By Bidders</u>**

- (a) After opening of tenders and within the validity period, no reduction or enhancement in price will be entertained. If there is any change in price, their bid shall stand rejected and E.M.D. deposited shall be forfeited. The condition is applicable to the bidders who are exempted from depositing E.M.D.
- (b) If required, the Tenderers may be asked to extend the validity period of bids under the same terms and conditions as per the original tender except for the change in delivery period, In such an event the Tenderers are free to change any or all conditions of their bids including price at their own risk.

## 15. <u>Tenderers to be fully Conversant with the Clauses of the Specification.</u>

Tenderers 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 Tenderer may seek clarification in writing from the Chief Load Despatcher, SLDC, OPTCL, Mancheswar. This however, does not entitle the Tenderer to ask for time beyond due date fixed for receipt of tender.

## 16. **Documents to Accompany Bids.**

Tenderers are required to submit tenders in the following manner :-

## The Tender shall Contain the following Documents

- (i) Declaration Form. (As per Annexure –I)
- (ii) Earnest Money
- (iii) Abstract of Terms & Conditions in prescribed Proforma as per Annexure-II.

- (iv) List of orders executed for similar nature of job during last two years indicating the customer's name & WO copies.
- (v) Data on past experience as per Clause-5 of Section –II of the Specification.
- (vi) GST registration certificates & PAN Card Xerox copy
- (vii) Schedule of price in the prescribed proforma vide Annexure-III.
- (viii) Orders in hand to be executed.
- (ix) Audited Balance Sheet & Profit Loss Account for the previous two years.

## 17. <u>Conditional Offer</u>

Conditional offer shall not be accepted.

## 18. <u>General</u>

- i) Over writing shall be avoided
- ii) Erasures and other changes shall bear the dated initial of the person signing the tender.
- iii) 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.
- iv) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- v) Notice inviting tender shall form part of this Specification.
- vi) The price bids of the technically and otherwise acceptable bids shall only be evaluated.

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# **SECTION - II**

# GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)

# 1.0 <u>Scope of the Contract</u>

The Scope of the contract shall be to undertake the maintenance work of the AC Machines with stabilizers installed at SLDC (as per Schedule of Quantity of the Specification ) as follows:

## (A) <u>PREVENTIVE AND ROUTINE CHECKING:</u>

Servicing, checking & maintenance of AC machines including stabilizers once in a quarter (twice between April -July and August-March) installed at SLDC for smooth operation. Painting of red oxide primer & enamel paint of approved shade to all the metal parts including body & base plate of all the machines should be done as per requirement /as per the instruction of the officer in charge.

#### (B) BREAKDOWN MAINTENANCE WITH SUPPLY OF FOLLOWING MATERIALS: SL No DESCRIPTION OF WORKS / MATERIALS

- i. Supply & Replacement of New 1.5 Ton Rotary Compressor.
- ii. Supply & Replacement of New 2.0 Ton Rotary Compressor
- iii. Overhauling of out door motor/blower motor/ Fan Motor of 1.5/2T AC.
- iv. Supply & replacement of new outdoor/ blower motor/ Fan Motor of 1.5/2 T AC.
- v. Supply & Replacement of New Starting/Running Capacitor.
- vi. Supply & Replacement of New Fan Capacitor.
- vii. Supply & Re-filling of New Cooling Gas.
- viii. Supply & Replacement of New Cooling Coil.
- ix. Supply & Replacement of New Condenser.
- x. Supply & Replacement of New Bush for Split Machine.
- xi. Supply & Replacement of New Base plate for Split Machine.
- xii. Supply & Replacement of New Remote including PCB for Split Machine.
- xiii. Supply & Replacement of New Transformer in the Stabilizer.
- xiv. Supply & Replacement of New PCB/ Relay in the stabilizer.
- xv. Supply & replacement of
- xvi. PCB in AC Machine
- xvii. Re-installation of Split Machines.
- xviii. Spray painting of red oxide primer & enamel paint of approved shade to all the metal parts including body & base plate of 1.5/2 ton AC machine as per requirement.

#### All old materials are to be deposited with the officer in charge. <u>Additional Spares:</u> (Supply and Installation)

## (i) Split A.C. 1.5/2Ton

- a. Thermostart
- b. Steiner
- c. Capillary.
- d. Swing motor
- e. Fan blade
- f. Blower
- g. Blower motor (white mental bush 380.00/2pc)
- h. Motor Bearing.
- i. Fan Motor rewinding
- j. Blower motor rewinding
- k. Discharge pipe (copper 3/8)
- 1. Suction pipe (copper 5/8)
- m. Discharge valve
- n. Suction valve
- o. Pipe Insulation tape
- p. Window front grill for Split type machine

# (ii) Stabilizer 5 KVA:

Rewinding of transformer

# 2.0 **Definition of Terms**

For the purpose of this Specification and General Terms & Conditions of Contract (G.T.C.C.) the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 "The Purchaser" shall mean the Chief Load Despatcher, SLDC, OPTCL, Mancheswar for & on behalf of State Load Despatch Centre,., Bhubaneswar.
- 2.2 "The Officer in Charge" shall mean the Officer appointed by the Purchaser for the purpose of this contract.
- 2.2 "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.
- 2.3 "The Contractor" shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders' executives, Administrators, Successors and permitted assignees.
- 2.4 "Equipment" shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.

- 2.5 "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract as the "Contract Price" which shall include packing, forwarding, freight, insurance and excluding GST.
- 2.6 "General Conditions" shall mean these General Terms and Conditions of Contract.
- 2.7 "The Specification" shall mean the Specification annexed to or issued with G.T.C.C. and shall include the schedules.
- 2.8 "Month" shall mean "Calendar month".
- 2.9 "Writing" shall include any manuscript, type written, printed or other statement re-production in any visible form and whether under seal or under hand.
- 2.10 "F.O.R. Destination Costs" shall mean the cost of equipment and material at the consignee's stores. The cost is exclusive of GST but is inclusive of packing, forwarding and insurance and freight charges.
- 2.11 The term "Contract documents" shall mean and include G.T.C.C., Specifications, Schedules, Form of Tender, Covering Letter, Schedule of Price of the final successful bidder and the purchase order & the agreement to be entered into.
- 2.12 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. Manner of Execution

All works to be performed under the contract shall be carried out in the manner set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

#### 4. <u>Rejection of Materials</u>

In the event any of the materials/equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials/equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective equipment free of cost. If the Contractor fails to do so, the Purchaser may ,as its option, replace or rectify such defective equipment and recover the extra costs so involved from the Contractor.

## 5. Experience of Bidders :

The bidders should furnish information regarding experience particularly on the following points:-

- i) Name of the firm where they are providing similar type of service.
- ii) A list of work orders executed during the last two years.

## 6. Language and Measures

All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating & 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.

## 7. **Deviation from Specification**

It is in the interest of the Tenderers to study the specification specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers the same are prominently brought out on a separate sheet under heading "Deviations".

A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the tender Specification, not withstanding any exemptions mentioned therein.

## 8. <u>Right to Reject/Accept Any Tender and Termination of the Contract.</u>

(A) 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 Tenderers on individual merits of the Tenderer. The Purchaser has exclusive right to alter the quantities of job at the time of placing final work order. After placing of the rate contract order, the Purchaser may place work order from time to time as per requirements.

It may be clearly understood by the Tenderer that the Purchaser need not, assign any reason for the above action(s).

(B) (i) The information furnished by the contractor in their bid if found to be false/misleading to get the order illegally, the contract will be terminated forth with, along with forfeiture of security deposit and the contractor shall be black listed.

(ii) In case of performance being found to be unsatisfactory and the contractor does not respond to the complaint/instruction of SLDC authorities, the contract for the entire work shall be terminated on serving one month's notice from SLDC's side.

(iii) Management reserves the right to terminate the contract without assigning any reason thereof at any time during subsistence of contract by giving 30 days notice of its intention to do so. In the event of any such termination of the contract the Contractor shall be paid for all the work executed.

#### 09 <u>Contractor to inform himself fully.</u>

The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and delivery 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. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtaining by the Contractor other than the information given to the Contractor in writing by the Purchaser.

#### 10. Patent Rights Etc.

The Contractor shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment/ materials supplied by the Contractor. But such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the Specification.

#### 11. <u>Completion period</u>

- (a) The work should be completed within the completion period specified in the contract.
- (b) The desired completion period shall not ordinarily exceed more than 2 (Two) days.

## 12. <u>Contractor's Default Liability</u>.

The Purchaser may impose penalty for delay as set out in Clause-20 of this Section .

## 13. Force Majeure:

The Contractor 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, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Purchaser in writing of the cause of delay, upon which, the Purchaser shall verify the facts and grant such extension as facts justify.

## 14. **Extension of Time**.

If the completion of job assigned is delayed due to reasons beyond the control of the Contractor, the Contractor 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 agree to extend the contract completion date as may be reasonable but without prejudice to other terms and conditions of the contract.

## 15. <u>Guarantee Period</u>.

i) The works covered by this Specification should be Guaranteed for satisfactory operation and against defects in materials and workmanship for a period of 12 (Tweleve) months from the date of completion of repairing job. The above Guarantee Certificate shall be furnished to the purchaser. Any defect noticed during this period should be rectified by the Contractor free of cost to the Purchaser provided such defects are due to bad workmanship or bad materials used, upon written notice from the Purchaser.  The work failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of such repair/replacement.

## 16. <u>Bank Guarantee towards Security Deposit, 100% Payment and performance</u> <u>Guarantee.</u>

A Composite Bank Guarantee as per the proforma enclosed at Annexure-IV of the specification for 10% (Ten percent) of the total FOR Destination cost of the work order, shall be furnished from any Nationalised / Scheduled Bank to the office of Chief Load Despatcher, SLDC, OPTCL, Mancheswar within 15(Fifteen) days of issue of work order. The Bank Guarantee shall be executed on non-judicial stamp paper as applicable, as per the prevalent rules, valid for a period of 3(three) months more than the work order period or else the work order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, before the Bank Guarantee is accepted and all concerned intimated. The BG shall have provision for encashment at BBSR.

- i) No interest is payable on any kind of Bank Guarantee.
- ii) In case of non-fulfillment of contractual obligation as required in the detailed work order/specification, the composite Bank Guarantee/Permanent Registration Fee shall be forfeited.
- iii) The Composite/Performance Bank guarantee amount on the full order value shall be deducted from the first claim of the services made in cases where no Composite Bank Guarantee/Performance Bank Guarantee is furnished.

# 17. <u>Performance Guarantee</u>

The bidders those who are not covered under Clause-16 of this Specification including Central/State Govt. undertaking are required to furnish a performance Guarantee to the tune of 2.5% of the total F.O.R. Destination cost

of the work order in shape of Bank Guarantee from any Nationalised or Scheduled Bank on a non-judicial stamp paper as applicable as per prevalent rules, as per the proforma at Annexure-IV of the Specification.

#### 18. <u>Import License</u>

In case imported materials are offered no assistance will be given for release of foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

#### 19. <u>Terms of Payment</u>.

Payment shall be made on quarterly basis for satisfactory completion of AMC work subject to verification by the Officer-in-Charge and approval of Guarantee Certificates by the purchaser (in case of material supplied by the contractor) alongwith furnishing of 10% value of the work order as Composite Bank Guarantee as required under Clause – 16 of this Specification.

Balance 10% cost shall be paid only after satisfactory completion of AMC period.

#### 20. <u>Penalty</u>.

- (A) If the Contractor fails to attend the preventive maintenance of an Air Conditioner machine in a particular quarter an amount of Rs 200/- will be levied as penalty for each un attended m/c and the amount will be deducted from the bill for that quarter.
- (B) If the Contractor fails to attend the break down work of an Air Conditioner machine within 24: 00 hrs of booking/receipt of complain via email/telephone an amount of Rs. 100.00 will be deducted for delay of each calendar day subject to maximum of Rs. 500/- which will be deducted from the quarterly bill payable.
- (C) If the Contractor fails to complete the break down work within the completion schedule specified in the contract including time extension, if any, granted thereto, the Purchaser shall recover from the Contractor penalty

for a sum of one half of one percent (0.5 per cent) of the total price of the break down work for each calendar week of delay or any part thereof. For this purpose the date of completion will be decided by the Engineer-in-charge. The total amount of penalty shall not exceed five per cent (5%) of the total bill due for that purpose.

## 21. <u>Payment Due from the Contractor</u>.

All costs and damages, for which the Contractor is liable to the Purchaser, will be deducted by the Purchaser from any money due to the Contractor under any of the Contract(s).

#### 22. <u>GST registration certificate</u>

(i) GST registration & Income Tax clearance certificates valid upto the date of opening of Tender & PAN Card Xerox copy should be enclosed with tender.

#### 23. <u>Contractor's Responsibility</u>.

Not withstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for materials used and satisfactory performance shall rest with the Tenderers.

#### 24. Validity.

Prices and conditions contained in the offer should be kept valid for a period of 180 days from the date of opening of the tender, failing which, the tender shall be rejected.

#### 25. <u>Evaluation & Comparison of Bids</u>.

The bids will be evaluated on the basis of the price quoted for Routine Maintenance Cost as per Annexure-III (A) and price of the materials mentioned at Annexure-III(B) i,e L1 of Annexure-III (A) + Annexure-III(B).

Weightage shall be given to the following factors in the Evaluation & Comparison of Bids.

- (a) Past track record of performing similar nature of job in OPTCL.
- (b) Past track record of similar work done to other utilities other than OPTCL.
- (c) In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality & adaptability of supplies or services, experience, record of integrity in dealings, ability to

furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate workshops, plants, equipment and technical organization.

# 26. 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.

## 27. <u>Correspondences</u>.

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered Post or by E-mail at the Contractor's Principal Place of Business.
- **ii)** Any notice to the Purchaser shall be served at the Purchaser's Principal office in the same manner.

## 28. <u>Official Address of the Parties to the Contract</u>.

The address of the parties to the contract shall be specified:

- (i) <u>Purchaser</u>: Chief Load Despatcher ,SLDC, OPTCL, Mancheswar Railway colony,Bhubaneswar-751017. Telephone No. - 2748885 FAX No. - 0674 -2748509
- (ii) <u>Supplier:</u> Address: Telephone No. FAX No.

## 29. <u>Outright Rejection of Tenders</u>.

Tenders shall be out rightly rejected if they are not complying with the following requirements:

- i) Tenderer should have purchased/obtained the Bid specification document from the office of the Purchaser or down loaded from the website of OPTCL/SLDC accompanied by tender cost in shape of Bank Draft while submitting the tender.
- ii) Tenders shall be submitted in person or by **Registered Post with A.D.**
- **iii)** Tenders shall not be submitted telegraphically or by FAX.

- iv) Tenders shall be accompanied by the prescribed Earnest Money Deposit.
- v) Tender shall be kept valid for a period of 180 days from the date of opening of Tender.
- vi) The schedule of prices should be filled up fully except GST .
  Incomplete submission of this schedule will make the tender liable for rejection.

## 30. **Documents to be treated as Confidential**.

The Contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without written authorization from the Purchaser.

## 31. <u>Scheme/Projects</u>.

The works covered in this Specification shall come under R&M works of SLDC, Bhubaneswar

# **SECTION-III**

# TECHENCAL SPECIFICATION

# LIST OF APPROVED MAKE OF THE ELECTRICAL ITEMS TO BE USED

S1.	Description of Item	Make
No.		
1	COMPRESSOR FOR 1.5/2.0	HITACHI/GMCC/ TECHOMS,/CARRIER
	TON AC MACHINES.	
2	CAPACITOR	SARADA/USHA/UNIVERSAL
3	OUTDOOR FAN MOTOR	HAIER/CARRIER/MATUSUTA
4	CONTACTOR	BABA/MAXPOL
5	INDOOR MOTOR	WELTAG/GALANZ/LLOYD/YDK

**Note :** Wherever the make of the material has not been mentioned either in the above list or in the schedule, the same shall confirm to the relevant BIS Specification and such material should be got approved by the concerned Officer-in-charge before it is utilised in the work.

# SECTION - IV

# (LIST OF ANNEXURES)

The following Schedules and proforma are annexed to this Specification and contained in Section - IV as referred to in the relevant Clauses.

i)	Declaration Form	ANNEXURE-I
ii)	Abstract of Terms & Conditions to	ANNEXURE-II
	accompany Section – II	
iii)	Schedule of prices	ANNEXURE-III
iv)	Bank Guarantee Form for Performance	ANNEXURE-IV
	Guarantee.	

# ANNEXURE – I

# **DECLARATION FORM**

То

Sir,

- Having examined the above specification together with Tender conditions referred to therein I/We the undersigned hereby offer to provide service covered thereon 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 delivered/work performed within the time specified in the Tender.
- 3. I/We here guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
- 4. I/We certify to have purchased/down loaded a copy of the Specification by remitting D.D. towards the cost of tender, herewith and this has been acknowledged by your letter No.\_\_\_\_\_ Dated\_\_\_\_\_
- 5. In the event of Work Order being decided in my/our favour, I/We agree to furnish the Security Deposit in the manner acceptable to Chief Load Despatcher, SLDC, OPTCL. and for the sum as applicable to me/us per Clause-16 of Section II of this Specification within 15 days of issue of Letter of intent/Work order failing which I/We clearly understand that the said Letter of intent/Work order will be liable to be withdrawn by the Purchaser.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_

Yours faithfully,

Signature of Tenderer With Seal of the Company (This form should be fully filled up by the Tenderer and submitted along with the original copy of Tender)

# ANNEXURE – II

# ABSTRACT OF GENERAL TERMS & CONDITIONS OF CONTRACT (COMMERCIAL)

1	Earnest Money Furnished	Cash Bank Guarantee Bank Draft
2	Work/supply experience including user's certificate furnished or not.	Yes/No
3	Deviations to the Specification in any (list enclosed or not.)	Yes/No
4	Guarantee: Whether agreeable to OPTCL's terms	Yes/No
5	Whether agreeable to furnish Security Deposit in case his tender be successful.	Yes/No
6	Whether agreeable to furnish Performance Guarantee.	Yes/No
7	Terms of Payment: Whether agreeable to OPTCL's standard terms of payment or not.	Yes/No
8	Nature of Price: Firm	Yes/No
09	Penalty: Whether agreeable to OPTCL's terms or not	Yes/No
10	Whether ITCC/GST Registration Certificate are furnished.	Yes/No
11	Validity: - Whether agreeable to OPTCL's terms or not. (As per Clause – 24 of Section –II)	Yes/No
12	PAN copy Submitted	Yes/No
13	Whether materials are ISI/ISO marked	Yes/No
14	Whether declaration form duly filled in furnished or not.	Yes/No

Place \_\_\_\_\_ Date \_\_\_\_\_

Signature of the Tenderer With Seal of the Company

# ANNEXURE – III (To Accompany Price Bid )

#### SCHEDULE OF PRICE. TENDER SPECIFICATION NO CLD/SLDC - 01/2018-19

# (A) PREVENTIVE AND ROUTINE CHECKING :

SL. NO.	DESCRIPTION OF MATERIALS	Quantity	Rate per unit per Annum in Rupees excluding GST	Total cost excluding GST
1	1.5 Ton Split AC Machines	5		
2	2.0Ton Split AC Machines	23		
3	5 KVA Voltage Stabiliser	28		

#### (B) BREAKDOWN WORKS WITH SUPPLY OF MAJOR MATERIALS:

SL. No.	DESCRIPTION OF WORKS MATERIALS	Unit	Rate/unit in Rupees excluding GST
1	Supply & Replacement of New 1.5Ton Rotary Compressor.	Each	
2	Supply & Replacement of New 2.0Ton Rotary Compressor.	Each	
3	Supply & Replacement of New Indoor Motor for Split AC Machines	Each	
4	Supply & Replacement of New outdoor Fan Motor	Each	
5	Supply & Replacement of Contactor for Split Machines	Each	
6	Supply & Re-filling of New Cooling Gas	Each	
7	Supply & Replacement of New Cooling Coil (Indoor).	Each	
8	Supply & Replacement of New Condenser for 1.5 Ton Split AC machine.		
9	Supply & Replacement of New Condenser for 2.0 Ton Split AC machine.	Each	
10	Supply & Replacement of New Display.	Each	
11	Supply & Replacement of New PCB for Split Machines.	Each	
12	Supply & Replacement of New Transformer in the Stabilizer	Each	
13	Supply & Replacement of New Runner (Blower) for Split Machine.	Each	

(Signature of the Contractor with Seal)

# (C) BREAKDOWN WORKS WITH SUPPLY OF FOLLOWING MATERIALS:

SL. NO	DESCRIPTION OF WORKS MATERIALS	Unit	Rate/unit in Rupees excluding GST
1	Rewinding & Overhauling of Fan Motor	Each	
2	Supply & Replacement of New Running Capacitor-45/50MFD	Each	
3	Supply & Replacement of New Running Capacitor-50+2/50+6MFD	Each	
4	Supply & Replacement of New Running Capacitor-60+2/50+6MFD	Each	
5	Supply & Replacement of New Starting Capacitor	Each	
6	Supply & Replacement of New Fan Capacitor	Each	
7	Repairing of PCB of Split AC Machines	Each	
8	Repairing of Remote of AC Machines	Each	
9	Supply & Replacement of Copper pipe-5/8"	Mtr	
10	Supply & Replacement of Copper pipe-1/2"	Mtr	
11	Supply & Replacement of Copper pipe-1/4"	Mtr	
12	Supply & Replacement of Copper pipe-3/8"	Mtr	
13	Supply & Replacement of Drain Pipe	Mtr	
14	Supply & Replacement of Electric Cord(4.0Sqmm X 3Core)	Mtr	
15	Supply & Replacement of Thermostart for AC Machines	Each	
16	Supply & Replacement of Coil for Storage Water Heater	Each	
17	Supply & Replacement of New Relay	Each	
18	Supply & Replacement of New Gas charging valve	Each	
19	Supply & Replacement of New Strainer	Each	
20	Supply & Replacement of New Capillery	Each	
21	Supply & Replacement of internal wiring	Each	
22	Supply & Replacement of New Bush for Split Machine	Each	
23	Supply & Replacement of New Base plate for Split Machine	Each	
24	Supply & Replacement of New Remote for Split Machines.	Each	
25	Supply & Replacement of New PCB in the Stabilizer	Each	
26	Supply & Replacement of New Relay in the Stabilizer	Each	
27	Re-installation of Split Machines	Each	
28	Supply & Replacement of New Canifoam in the Split Machine.	Each	
29	Supply & Replacement of New Fan Blade Split Machine.	Each	

#### (SIGNATURE OF TENDERER WITH SEAL)

# D. <u>Cost of following old & damaged materials to be retained by the</u> <u>contractor.</u>

SL. NO.	DESCRIPTION OF MATERIALS	UNIT RATE in₹
1	1.5 Ton Rotary Compressor	
2	2.0Ton Rotary Compressor	

#### (SIGNATURE OF TENDERER WITH SEAL)

#### NB: The above rates must be kept valid for a period of 02years.

NB: 1. The above total price shall be excluding GST .

The rate quoted should be inclusive of dismantling of existing equipment. The bidders are requested to inspect the site before quoting the rate .

(SIGNATURE OF TENDERER WITH SEAL)

# ANNEXURE-IV

## (PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE)

Dist..... State.....

NOW THEREFORE in consideration of the SLDC, OPTCL having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor and (3) to exempt from furnishing performance guarantee in terms of the said contract as aforesaid, we, the (Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the SLDC, 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 SLDC, OPTCL by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract.

2. We (the Bank.....) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SLDC, OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the SLDC, OPTCL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said contract or by reason of the Contractor's failure to perform the said contract. 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 be guarantee shall restricted to amount exceeding an not Rs.....).

3. We (the Bank......) also undertake to pay to the SLDC, OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor 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 (the 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 contract and that it shall continue to be so enforceable till all the dues of the SLDC, OPTCL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, ODISHA Power Transmission Corporation Limited or his nominee certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the

......we shall be discharged from all liability under this guarantee thereafter.

5. We (the Bank......) further agree that the SLDC, 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 or for any forbearance, act or omission on the part of the SLDC, OPTCL or any indulgence by the SLDC, OPTCL to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this 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 the contractor.

7. We (the Bank......) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SLDC, OPTCL in writing.

# 8. We (the Bank......) further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of ODISHA.

9. Not With Standing Clause:

1.Our liability under the Bank Guarantee is restricted to `.....

2. this Bank Guarantee shall be valid upto.....

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us at Bhubaneswar branch (Indicate the detail address of the branch) a written claim or demand or before.)

Dated at.....Two thousand.....

For.....

(Indicate the name of the Bank)

#### Witness:

1. 2.

NOTE FOR TENDERERS:

- The B.G. is to be furnished in Non-judicial Stamp paper as applicable as per ODISHA Stamp Duty Act. from any Nationalized Bank.
- The stamp paper must be purchased in the name of the Bank issuing BG.