



ODISHA POWER TRANSMISSION CORPORATION LTD.
REGD. OFFICE: JANPATH, BHUBANESWAR-751 022,
ODISHA

TENDER NOTICE NO. CPC-25/ 2021-22

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., C.G.M. [C.P.C.] invites Tenders from reputed transport contractors for rate contract for transportation of Transformers ranging from 12.5 MVA to 500 MVA in OPTCL System. The interested bidders would be required to enrol themselves in the OPTCL tender portal www.tenderwizard.com/OPTCL . Complete set of bidding documents are available from **13.09.2021 (11:00) hrs up to 07.10.2021 (13:00) hrs**. Interested transporters having adequate experience in dragging / loading, transporting and unloading of Power transformers may visit OPTCL's official web site <http://www.optc.co.in> and www.tenderwizard.com/OPTCL for detail specification.

All subsequent corrigendum/addendums, if any shall be hosted in the official we site of OPTCL i.e. <http://www.optcl.co.in> and/or www.tenderwizard.com/OPTCL.

CHIEF GENERAL MANAGER [C.P.C.]



NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LIMITED
BHUBANESWAR-751022
TENDER NOTICE NO- 25 /2021-22

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under two part bidding system in **e-tendering** mode only as per the following details.

Sl no	Tender Specification No	Description of material	Quantity	Earnest money deposit in Rs	Cost of tender document	Tender Processing Fee	Last date submission / date of opening of tender
1.	Sr.GM-CPC-e TENDER-Transportation-R/C- 25 /2021-22	Empanelment of qualified Transport Contractor on Rate contract for Transportation of Transformers Ranging from 12.5 MVA to 500 MVA.	As per OPTCL's requirement	NIL (Bid Security Declaration to be furnished in lieu of EMD)	Rs 14,160/- (Including GST @18%)	Rs.5900/-	07.10.2021 15.00 Hrs & 08.10.2021 11:00 Hrs. respectively

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

TENDER COST:

The bidders who want to submit bid shall have to pay Rs. 14,160/- (Rupees fourteen thousand one hundred sixty) only nonrefundable including GST @ 18%) towards the tender cost, in the form of Demand draft/Cash only, drawn in favour of the D.D.O Head Qrs, OPTCL, Bhubaneswar. They have to also submit notarized hard copy of GST registration certificate on or before the scheduled date & time of opening of techno-commercial bid.

TENDER PROCESSING FEE:

The bidders shall have to pay nonrefundable amount of Rs. 5,900/- (Rupees five thousand nine hundred only) towards the tender processing fee to K.S.E.D.C. Ltd, in e-payment mode. The e-payment of above amount is to be made to enable the bidder to download the bid proposal sheets and bid document in electronic mode.

SUBMISSION OF TENDER COST & TENDER PROCESSING FEE :

The bidders shall scan the Demand Draft/Pay order, towards tender cost, notarised hard copy of valid registration as **Local (In the state of Odisha) MSE** (if any) and **upload the same in the prescribed form in .gif or .jpg format** in addition to **sending the original as stated above with in the scheduled date & time for opening of bid.**

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 project can be had from the undersigned during office hours.

CHIEF GENERAL MANAGER

CENTRAL PROCUREMENT CELL

SECTION – I

INSTRUCTIONS TO TENDERERS

<u>Clause.</u>	<u>Title.</u>	<u>Page.</u>
1.	Submission of Bids.	08
2.	Division of Specification.	09
3.	Tenders shall be in two parts.	09
4.	Opening of Bids.	09 & 10
5.	Purchaser's right regarding alteration in Quantities, Tendered.	10
6.	Procedure and opening time of tenders.	10
7.	Bidder's liberty to deviate from specification.	10
8.	Eligibility for submission of bids.	10
9.	Purchaser's right to accept/reject bids.	10
10.	Mode of submission of tenders.	10
11.	Earnest Money Deposit.	11 & 12
12.	Validity of the bids.	12
13.	Price.	12
14.	Revision of Tender Price by Bidders.	12
15.	Tenderers to be fully conversant with the clauses of the Specification.	12
16.	Documents to accompany Bids.	13
17.	Conditional Offer.	13
18.	Experience	13
19.	General.	13

COMMERCIAL SPECIFICATION

PART-I

SECTION-I

INSTRUCTIONS TO TENDERER

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 from any bidder to the OPTCL to collect the Bids in physical form will be entertained by the OPTCL.

The OPTCL reserves the right to reject any bid, which is not deposited according to the instruction, stipulated above. The participants to the tender should be registered under GST Laws.

1. For all the users it is mandatory to procure the Digital Signatures Certificate of class III.
2. Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for

Registration:

- a. Click "Register", fill the online registration form.
- b. Pay the amount of Rs. 2360/- through E-payment mode only in favour of KSEDCL payable at Bangalore.
- c. Send the acknowledgment copy for verification.
- d. 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 (Digital Signature Certificates).
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) 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.
 - g. Select the Certificate and enter DSC Password.
 - h. Re-enter the e-Procurement User Id Password.
5. To make a request for Tender Document Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
6. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - 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.
 - Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - 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.**

The participants to the tender should be registered under GST laws.

2. Division of Specification.

The specification is mainly divided into the following Sections.

[i] Section-I	Instruction to Tenderers.
[ii] Section-II	General Terms & conditions of contract.
[iii] Section-III	Schedules and forms etc.
[iv] Section-IV	Technical Specification.
[v]] Annexure- X	Schedule of prices

3. Tenders shall be two Parts

The Tenderers are required to submit the tenders in two parts.

Part-I -Techno-commercial

Part-II -Price

4. Opening of Bids.

[a]The tender shall be opened on the date and time fixed by the OPTCL for opening of bids in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender who opt remain present. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days’ time for such activity.

[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.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification (modification if any) on the

technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

[c]When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation.

[d] The bidders are required to furnish sufficient information to the Purchaser to establish their qualification, capacity to manufacture and/or supply the materials/perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.

[e] The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services. The above information shall be considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.

[f] The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

5. Purchaser's Right to empanel more than one contractor.

The Purchaser reserves the right to empanel more than one Transport Contractors subject to meeting all specified criteria of OPTCL.

6. Procedure and opening time of tenders.

Tenders will be opened in the office of the Senior General Manager [C.P.C.] on the specified date and time in presence of the Tenderers or their authorized representatives [limited to one person only] in case of each bidder who may desire to be present, at the time of opening the bids.

7. Bidder's Liberty to deviate from Specification.

The Tenderer may deviate from the specification while quoting, if in his opinion, such deviation is in 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. [Read with Clause-9, Section-II of the Specification].

8. Eligibility for submission of bids.

Only those bidders who have deposited the cost of tender specification, tender processing fee & ~~EMD~~ are eligible to participate in the tender. They should submit the money receipt as a proof of such payment.

9. Purchaser's right to accept/reject bids: 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-10, Section-II of the specification].

10. 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.

11. Earnest money deposit:- NIL.

However Bidder must submit the Bid Declaration Form.

~~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 EMD will be rejected outrightly.~~

~~The chart showing particulars of EMD to be furnished by Tenderers of different categories is placed.~~

~~CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE BY TENDERERS~~

1.	Central and State Government Undertakings	Exempted
2.	All other inside & outside state units.	The amount of EMD as specified in the specification /Tender Notice in shape of Cash/ DD.

~~———— The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:~~

~~(a) **Cash:** Payable to Drawing & Disbursing Officer, OPTCL (HQRS Office),
———— Bhubaneswar —751022~~

~~(b) **Bank Draft:** To be drawn in favour of “Drawing & Disbursing Officer, OPTCL HQRS “, payable at Bhubaneswar.~~

~~Deposit of EMD shall be subject to the conditions mentioned below:~~

~~(a) No interest shall be paid on Earnest Money Deposit.~~

~~(b) No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD.~~

~~(c) The chart showing particulars of EMD to be furnished by Tenderers of different category is shown above.~~

~~(d) In the case of un successful tenderer, the EMD will be refunded after the tender is decided. In the case of successful Tenderers, this will be refunded only after furnishing of Security Deposit Bank Guarantee.~~

~~(e) 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.

~~(f) EMD will be forfeited if the tenderer fails to accept the letter of intent and/or purchase order issued in his favour or to execute the order, placed on them.~~

~~(g) Tenders not accompanied by Earnest Money shall be disqualified.~~

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, failing which the tenders will be rejected.

13. PRICE: -

Tenderers are requested to quote-'FIRM' Price(Taxable Value) including taxes & duties along with Goods & Service Tax. The price shall remain valid for a period of two years from the date of award of contract in line with the specification & conditions.

Bidders may quote the prices(Taxable Value) and GST rates either under Reverse Charge Mechanism(RCM) or under Forward Charge Mechanism(FCM) and OPTCL will consider the least cost including GST at the time of evaluation.

Goods and Service Tax amount shall be deposited by OPTCL on Reverse Charge Mechanism for which declaration by the GTA shall be furnished that no Input Tax Credit has been availed.

In case of Forward Charge Mechanism(FCM), Goods and Service Tax amount shall be claimed by Goods Transport Agency in its Tax Invoice.

Any deviation from the above shall be considered as an alternative bid. Bids will be evaluated based on the main offer only.

Tenderers not quoting firm price shall be out rightly rejected.

14. Revision of tender price by Bidders: -

[a] After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained. If there is any change in price, the tender shall stand rejected and ~~the EMD deposited shall be forfeited.~~

[b] After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.

15. Tenderers to be fully conversant with the clauses of the Specification: -

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 General Manager (Central Procurement Cell) OPTCL. 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. All Annexures enclosed in **Section-IV** and as described below shall be dully filled in and upload in the Bid document.

- [i] General information-[As per Annexure-I]
- [ii] Declaration Form- [As per Annexure-II]
- [iii] Abstract of terms & conditions- [As per Annexure-III]
- [iv] Personal capability-[As per Annexure-IV]
- [v] Equipment capability-[As per Annexure-V]
 - (a) Transportation (List of vehicles, Cranes etc. to be furnished)
 - (b) Loading and unloading (List of equipments to be furnished)
- [vi] Financial capability- [Annexure – VI]
- [vii] Experience Record- [Annexure – VII]
- [viii] Deviation from Specification - [Annexure – VIII]
 - (Technical) (Commercial)
- [ix] Litigation History- [Annexure – IX]
- [x] Schedule of prices-- [Annexure – X]
- [xi] Proforma for Security Deposit B.G. [Annexure – XI]
- [xii] The bidder should furnish an affidavit duly sworn before a magistrate/notary regarding no litigation/arbitration with OPTCL as required in Clause 20 below.

17. Conditional Offer:

Conditional offer shall not be accepted.

18. Experience :-

Adequate experience in transportation of heavy electrical equipments in reputed organization is to be furnished. Copy of work orders; indicating the volume of work done during **last three years** is to be submitted.

19. General: -

- (i) 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.

- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) The price bids of the technically and otherwise acceptable bids shall only be evaluated. ~~The EMD of others, if any, shall be returned to the bidders.~~

19.0 (a). Detailed information on any litigation or arbitration arising out of contract completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.

19.0 (b). The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify / declare the same in the unequivocal terms by way of an affidavit duly sworn before a magistrate/notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further the bid / LOA/ LOI shall be liable for outright rejection/ cancellation at any stage if any information contrary to the affidavit / declaration is detected

SECTION-II

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

1. **DEFINITION OF TERMS:**

In writing these general conditions of contract, the specification and bill of quantity, the following words shall have the meanings hereby indicated unless there is something in the subject matter or content inconsistent with such construction.

“OPTCL” shall mean the ODISHA POWER TRANSMISSION CORPORATION Limited represented through the Senior General Manager (Central Procurement Cell).

“The Engineer-in-charge” shall mean the Engineer or Engineers authorised by the Sr General Manager (TP & C) or CGM (O&M), for the purpose. “OPTCL Engineer” shall mean any Engineering person or personnel authorised by the OPTCL to supervise and inspect the transportation of transformer work.

“The Contractor” shall mean the successful bidder awarded with the contract or their successors and permitted assigns.

“Contract price” shall mean the named in or calculated in accordance with the provision of the contract as the contract price.

“General conditions’ shall mean these General conditions of Contract.

“Specification” shall mean the specification to these General Conditions of contract and shall include the schedules and drawings attached there to or issued to the contract as well as all samples and patterns, if any.

“Month” shall mean calendar month.

“Writing: - shall include any manuscript, type-written, printed or other statement reproduced in any visible from whether under seal or under hand.

2. **CONTRACT DOCUMENTS:-**

The term “contract” shall mean and include the General Conditions, Specification, schedules work orders issued against the contract, schedule of price or the final general conditions, any special conditions applying into the particular contract specification and agreement to be entered in to. Terms and conditions not here in 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:**

Transportation of transformer shall be carried out as per the technical specification and as per the instruction of Engineer-in-charge.

3.1. The contractor shall within 15 days after the date of acceptance of LOI/Work Order submit to the Engineer, a detail program for the execution of work for his consent. The contractor shall whenever required by the engineer also provide in writing for his information, the general description of the arrangements and methods which the contractor proposes to adopt for the execution of the work.

3.2. If at any time it appears to the engineer that the actual progress of works does not conform to the program to which consent has been given under sub clause 3.1, the contractor shall produce at the request of the engineer revised program showing the modification to such program necessary to ensure completion of the works within the time of completion.

4 **VARIATION ADDITIONS AND OMISSIONS:**

The OPTCL shall have the right to alter, amend, omit, or otherwise vary the quantum of execution 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 so far as they may apply and where such rates are not available; those will be mutually agreed between the OPTCL and the contractor.

5. **COMPLETION OF WORK:-**

Time being the essence of contract, the transportation to be completed within the period specified in the individual work order.

6. **CONTRACTORS DEFAULT LIABILITY:-**

6.1. (a) The OPTCL may upon written notice of default to the contractor terminate the contract in circumstances detailed hereunder.

(b) If, in the judgment of OPTCL, the contractor fails to comply with any of the provisions of this contract.

6.2. In the event OPTCL terminates the contract in whole or in part as provided in above paragraphs, OPTCL reserves the right to engage another contractor or agency upon such terms and in such a manner as he may deem appropriate and the contractor will be liable to OPTCL for any additional costs as may be required for the completion of the work.

In the event OPTCL does not terminate the contract as provided in above paragraphs the contractor shall continue the performance of the contract in which case he shall be liable to OPTCL for penalty for delay set out in this contract until completion of the work.

7. **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 public enemy, acts of government, cyclone, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that the contractor shall within 10 days from the beginning of such delay notify OPTCL in writing of the cause of delay. OPTCL shall verify the facts and grant such extension as facts justify.

8. **EXTENSION OF TIME:-**

If the completion of execution delayed due to reason beyond the control of the contractor, the contractor shall without delay give notice to OPTCL in writing of his claim for an extension of time. OPTCL on receipt of such notice may agree to extend the scheduled date of the work as may be reasonable but without prejudice to other terms and conditions of the contract.

No interest is payable either in the case of earnest money or Security Deposit. Security deposit will be forfeited if he fails to execute order placed on him.

9. **PAYMENT:-**

(i) 100% payment shall be made after receipt of materials with relevant documents subject to verification at site.

(ii) Goods & Service Tax: - Goods & Service tax shall be deposited by OPTCL on Reverse Charge Mechanism. GSTN of OPTCL is 21AAACO7873L1Z6 which should be mentioned in all invoices in terms of CGST & OGST rule 2017 as applicable under GST laws. In case of Forward Charge Mechanism opted by GTA in the tender, Tax Invoice has be issued to OPTCL for processing payment.

(iii) Goods and Service Tax amount shall be deposited by OPTCL on Reverse Charge Mechanism for which declaration by the GTA shall be furnished that no Input Tax Credit has been availed.

(iv) In case of Forward Charge Mechanism(FCM), Goods and Service Tax amount shall be claimed by Goods Transport Agency in its Tax Invoice.

(v) Any deviation from the above shall be considered as an alternative bid. Bids will be evaluated based on the main offer only.

(vi) TDS : OPTCL shall deduct such taxes at source as per the rules and issue TDS Certificate to the Contractor.

(vii) As regards the Income tax, surcharge and other corporate tax the bidder shall be responsible for such payment to the concerned authorities. You have to furnish PAN of your firm as per IT rule.

You are responsible for safe loading, unloading, dragging and transportation of transformers. The cost of missing parts if any or cost of repair / replacement or any damages to transformer during loading, unloading, dragging and transportation will be recovered from you.

10. **PRICE REDUCTION SCHEDULE:-**

The penalty shall be imposed @ ½% (half) % of the taxable value for each calendar

week of delay or part there of subject to maximum of 5% (five) of taxable value if the works are not executed within the stipulated period.

11. **SECURITY DEPOSIT:-**

- (i) The successful Rate Contract Contractor shall furnish Security Deposit of Rs 1, 00,000/- (Rupees one lakh) only within 30 days of issue of Rate Contract Order, **failing which the R/C shall be cancelled.**
- (ii) The Contractor shall furnish the Security Deposit in shape of Bank guarantee from a nationalized/scheduled bank as per the proforma enclosed at ANNEXURE-XI. The Bank Guarantee shall be kept valid up to two months after the expiry of validity of the Rate contract i.e. up to twenty six months from the date of award of Rate Contract. In the event of extension of validity of Rate Contract by OPTCL, then the validity of the Bank Guarantee shall also be suitably extended.

The Bank Guarantee shall be executed in stamp paper worth Rs50/- or any other amount as per the Odisha Stamp Duty Act and shall be from a Nationalised/Scheduled Bank in the prescribed form of OPTCL. The BG should be accompanied by a confirmation letter from the concerned bank and should have a provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. OPTCL shall not pay any interest on the security deposit. In case of non-fulfilment of contractual obligations by the contractor the security deposit shall be forfeited by encashment of the B.G.

12. **UNDERTAKING/INDEMNITY BOND TOWARDS CUSTODY OF MATERIALS:-**

The contractor shall submit an undertaking/Indemnity bond in proforma duly approved by the Paying Officer/Engineer in charge (Of the individual Work Orders) and signed by the authorised representative towards the custody of the materials issued to the contractor by OPTCL for the receipt to unloading and handing over at destination period.

13. **INSURANCE:-**

In addition to the Indemnity Bond, the Contractor shall arrange Insurance of the transformers at their cost in their custody on behalf OPTCL with any nationalized Insurance Company to cover all risk involved from time of taking delivery of materials at OPTCL stores till handing over of the Transformer against all risk as per standard practice. Such charges towards Insurance shall be reimbursed by OPTCL on production of original documents.

The Insurance cover shall be such that the material lost or damaged shall be replaced free of cost. However, you will be responsible for settlement of claim with the insurance company for which necessary loss damages certificate will be furnished by the consignee within 15 days. The responsibility of delivery of the materials at

destination in good conditions rests with you. You shall undertake free replacement of materials damaged or lost, without waiting for the settlement of their claims with the Underwriters, which shall be reported by the consignees within 15 days of receipt of materials at destination.

14. **DETENTION CHARGES:**

No detention charges will be paid by OPTCL. It will be your responsibility to transport / load / unload / place the transformer on the plinth / drag the transformer from the plinth as per instruction of the site Engineer.

15. **PAYMENT DUE FROM THE CONTRACTOR:**

All cost of damages for which the contractor is liable to the purchaser will be deducted by the purchaser from any money due to the contractor under the contract.

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 the High Court of Odisha extends.

17. **RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE:**

If any loss or damage happens to the work or any part thereof or materials / plant / equipments during the period of execution, contractor is responsible for the same and shall at his own cost rectify / replace such loss or damage, so that the permanent work conforms in every respect with the provision of the contract to the satisfaction of the engineer. The contractor shall also be liable for any loss or damage to the work / equipment occasioned by him in course of any operation carried out by him during performance of the contract.

18. **NON – ASSIGNMENT:**

The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of OPTCL.

19. **CERTIFICATE NOT TO AFFECT RIGHTS OF OPTCL:-**

The issuance of any certificate by OPTCL or any extension of time granted by OPTCL shall be without prejudice to the rights of OPTCL in terms of the contract nor shall this relieve the contractor of his obligations for the contract.

20. **SETTLEMENT OF DISPUTES:**

20.1 Except as otherwise specifically provided in the contract, all disputes concerning

question of fact arising under the contract shall be decided by OPTCL. The decision of OPTCL shall be final and binding to the parties hereto.

20.2.1 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably. Where a settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in this contract.

21. ARBITRATION:-

21.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

21.1.1 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

21.1.2 The arbitration shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.

21.2 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

21.3 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

21.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

21.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

22. LAWS GOVERNING CONTRACT:-

The contract shall be constructed according to and subject to the laws of India and jurisdiction of the High Court of Odisha.

23. LANGUAGE AND MEASURES:-

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

24. CORRESPONDENCE:

- a. Any notice to the contractor under the terms of the contract shall be served by Registered mail or by hand to the authorised local representative of the contractor and copy by post to the contractor's principal place of business.
- b. Any notice to OPTCL shall be served to the Senior General Manager (Central Procurement) Cell, OPTCL), Bhubaneswar – 751 022 (Odisha) in the same manner.

25. SECRECY:

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.

26. DEVIATION FROM SPECIFICATION:

It is in the interest of the Bidders to study the specification, specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers, (both commercial and Technical), the same are to be prominently brought out on a separate sheet provided at ANNEXUREVIII. A list of deviations shall be enclosed with the tender. Unless deviations 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, notwithstanding any exemptions mentioned therein.

27. Official Address of the Parties to the Contract ;

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

[i] **Purchaser:** Senior General Manager (Procurement) (CPC) OPTCL
Bhubaneswar-751022 (Orissa)
Telephone No. 0674 -2541801,
FAX No.0674 – 2542964

[ii] **Supplier:** Address

Telephone No

Fax No.

28. Outright Rejection of Tenders

Tenders shall be outright rejected if the followings are not complied with.

The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the date and time of submission of bid.

[ii] The tenderer shall submit the bid in electronic mode only

[iii] The Tender shall not be submitted telegraphically or by FAX.

~~[iv] The prescribed EMD shall be submitted on or before the due date and time of submission of bid.~~

[v] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.

[vi] The Tender shall be submitted in two parts as specified.

[vii] The Tenders shall be accompanied by a list of major works executed prior to the date of opening of tender. Data of at least 3 (three) years shall be furnished.

[viii] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties but excluding GST & cost of insurance. Incomplete submission of this schedule will make the tender liable for rejection.

[ix] The Tenderer should quote '**FIRM**' price only and the price should be kept valid for a minimum period of **180 days** from the date of opening of the tender.

(x) Tender shall be accompanied by legibly written user's certificate to prove the satisfactory performance of the offered transportation of equipments/materials for a minimum period of 3 (three) years from the date of transportation/use as per the tender specification. User's certificate shall include the detailed address of the user with Equipment/Material, Name and type as per this specification, number of years of satisfactory use/operation & date of issue of this user's certificate with official seal written in English only & clearly visible must be furnished. ***At least one of the user's certificates shall be from state or Central Govt. or their Undertakings.***

(xi) Guaranteed Technical particulars & Abstract of terms and Conditions should be filled in completely.

(xii) (a) Detailed information on any litigation or arbitration arising out of contract completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.

b) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a

magistrate/notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/LOA/LOI shall liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.

SECTION-III

TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION FOR TRANSPORTATION OF TRANSFORMERS TO DIFFERENT SITES OF OPTCL INCLUDING DRAGGING, LOADING & UNLOADING

1.0. SCOPE:

The specification covers dragging from the plinth, loading, Transportation to the destination, unloading of all type / capacity of 400KV, 220 KV, 132 KV, 33 KV Transformers, Transformer Oil & all other accessories by arranging of all T&P like crane, trailer, truck, winch, slings, slippers, hydraulic jacks etc. and labour as per requirement.

2.0. LOADING / UNLOADING /DRAGGING / TRANSPORTATION:-

The Contractor will arrange all lacing materials and will be responsible for safe loading, unloading, dragging and transportation and proper lacing of the transformer on the trailer for safe transportation.

3.0. TOOLS:

All necessary tools like hydraulic jacks, slippers, steel wire rope, winch of adequate capacity, pulleys, sleeves and any other tools required for loading, unloading and dragging and transportation of power transformers are to be arranged by the contractor.

4.0. RIGHT OF WAY AND APPROACH ROAD:

4.1. OPTCL will provide the necessary help for right of way by contacting the competent authorities like RTO, OMVD & District administration for transportation of the transformer but it will be the responsibility of the contractor to arrange necessary permit from the authorities and the contractor shall bear all the expenses thereof & Clearing forest and other obstruction within the ROW at his own cost. All existing public roads shall be available for use of the Contractor. In case of private road, OPTCL will assist to get permission for use of the same by the contractor. Wherever required, construction of temporary road will have to be constructed by the Contractor.

The OPTCL will only offer assistance for approach to the areas / location demanding intervention by law and order authorities. But all costs for construction of these roads, payment towards royalty or rental charges, compensation etc. if any shall be borne by the Contractor in respect of approach roads and private roads.

5.0. PROGRAMME AND PROGRESS OF WORKS:-

The bidder shall submit a detailed programme for the transportation to the engineer in charge 15 days ahead of starting of the work along with the copies of required permit from the competent authority and other relevant documents as per specification.

5.1. MODE OF BILLING:-

5.2. The Contractor shall intimate the Engineer only completed items of the work after completion of the work to the satisfactions of OPTCL Engineer-in-Charge. The Contractor shall submit bills for the completed items of works only along with the certificate of completion from the OPTCL Engineer-in-Charge.

5.3. Payment shall be made at the accepted rates for all works done according to the specification and measurements. All materials and works for which payment is made or due shall become the sole property of OPTCL but this provision shall not relieve the contractor of his responsibility for the care and protection of materials and works at his own cost or his liability to make good the damages, if any, unless and until the whole work has been completed and handed over to OPTCL in complete shape.

5.4. The periodical measurements and payments will not entitle the Contractor to any claim that the works for which payments has been made are accepted as complete in accordance with the specification or other contract documents and in no way curtail the right to the Engineer to subsequently direct the removal of the imperfect work or pay at a reduced rate or to re-measure the works.

5.5. The Contractor shall not be entitled to claim any interest against any payment, any arrears or against any balance which may be due to him at any time.

5.6. The Contractor shall not be entitled to any claim on account of his idle labour for delay in delivery of the materials by OPTCL.

SECTION-IV
SCHEDULES & ANNEXURES.

ANNEXURE – I

(To be filled up by the tenderer as indicated in the excel sheet)

Signature with designation &
Seal of tenderer

ANNEXURE-II

DECLARATION FORM

Tender Specification No. _____/

To:
Sir,

- 1) Having examined the above specification together with tender conditions referred to therein, I/We the undersigned hereby offer to execute the work contract covered therein complete in all respect as per the specification and general conditions, at the rates entered in the attached contract schedule of prices in the tender. Our offer is valid up to 180 days from the date of tender opening and the prices, which are on firm basis, will remain valid for two years from the date of award of contract.
- 2) I/We hereby undertake to have the works completed within the time specified in the LOI/ Work Orders.
- 3) I/We certify to have purchased/ downloaded a copy of the specification by remitting cash/money order/D.D./ remitting the cost of tender, herewith and this has been

acknowledged by your letter/ money receipt No. _____ Dated. _____

4) 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 ODISHA POWER TRANSMISSION

CORPORATION Ltd. and for the sum as applicable to me/us as provided in the General conditions of contract (Section-II) of this specification within 30 days of issue of work order, failing which I/we clearly understand that the said work order will be liable to be withdrawn by OPTCL.

5) Bid Security Declaration

*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years .

Signed _____ day of _____ 2010 _____

Yours faithfully,

Signature with designation &
Seal of tenderer

(This form should be duly filled in by the tenderer and submitted along with the original copy of tender)

ANNEXURE-III
ABSTRACT OF TERMS AND CONDITIONS

(To be filled up by the tenderer as indicated in the excel sheet)

SIGNATURE OF TENDERER

NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-IV
PERSONNEL CAPABILITIES

(To be filled up by the tenderer as indicated in the excel sheet)

SIGNATURE OF TENDERER
NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-V

EQUIPMENT CAPABILITIES

(To be filled up by the tenderer as indicated in the excel sheet)

SIGNATURE OF TENDERER
NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-VI
FINANCIAL CAPABILITY

(To be filled up by the tenderer as indicated in the excel sheet)

ANNEXURE-VII
EXPERIENCE RECORD

(To be filled up by the tenderer as indicated in the excel sheet)

SIGNATURE OF TENDERER

NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-VIII

DEVIATION FROM SPECIFICATION (TECHNICAL)

(To be filled up by the tenderer as indicated in the excel sheet)

Date :

SIGNATURE OF TENDERER

Place:

NAME:
DESIGNATION
(SEAL)

DEVIATION FROM SPECIFICATION (COMMERCIAL)

(To be filled up by the tenderer as indicated in the excel sheet)

Date :

SIGNATURE OF TENDERER

Place:

NAME:
DESIGNATION
(SEAL)

ANNEXURE-IX

LITIGATION HISTORY

(To be filled up by the tenderer as indicated in the excel sheet)

Date:

Place:

SIGNATURE OF TENDERER

NAME:

DESIGNATION

(SEAL)

ANNEXURE-X
SCHEDULE OF PRICES (PRICE BID)

(To be filled up by the tenderer as indicated in the excel sheet)

Date:
Place

SIGNATURE OF TENDERER

ANNEXURE – XI

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of by us the..... Bank at, P.O....., Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s/Shri, Address..... (herein after called the “Contractor”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name, Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s/Shri _____ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only.
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. 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----- In Words).

3. We, the Bank also undertake to pay to 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 irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor 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 aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement 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 or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that 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 Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by 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 provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the contractor(s).

7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“ Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----
-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at-----
Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____
For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor.:
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. LOA No.....

6. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....
1. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the	Mandatory	LOA No----

	underlined tender/contract		
--	----------------------------	--	--

N.B.:- The Non-Judicial stamp paper should be in the name of the Issuing Bank.

ANNEXURE – XII

ABSTRACT (PRICE SCHEDULE)

(To be filled up by the tenderer as indicated in the excel sheet)

Date:

Place:

SIGNATURE OF TENDERER

NAME:

DESIGNATION

(SEAL)