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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of Odisha undertaking)

CIN - U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR-751022,

OFFICE OF THE DY. GENERAL MANAGER (Elect)

EHT (O&M) DIVISION, MERAMUNDALI

AT: KANTABANIA, P.O: KUSUPANGA,

DHENKANAL, ODISHA -759121

E-mail:-ehtm.div.mrm@optcl.co.in

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO.20 /2018-19

**FOR CONSTRUCTION OF 20.0 MTR X 23.0 MTR CONCRETE OPEN STORE
YARD IN SIDE 132KV S/Y OF 400/220/132 KV GRID SUB-STATION,
MERAMUNDALI UNDER EHT (O&M) DIVISION, OPTCL, MERAMUNDALI**

COST OF TENDER PAPER

Rs. 2,000/- + 12% GST=Rs.2, 240/-

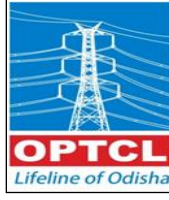
(Rupees Two Thousand Two Hundred Forty only)

ISSUED TO

M/S

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ODISHA POWER TRANSMISION CORPORATION LTD
(A Govt. of Odisha undertaking)
CIN – U40102OR2004SGC007553
REGD. OFFICE: JANPATH, BHUBANESWAE-751022
OFFICE OF THE DY. GENERAL MANAGER (Elect)
EHT (O&M) DIVISION, MERAMUNDALI
AT: KANTABANIA, P.O: KUSUPANGA,
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**TENDER SPECIFICATION FOR TENDER CALL NOTICE NO.20/2018-19
FOR CONSTRUCTION OF 20.0 MTR X 23.0 MTR CONCRETE OPEN STORE
YARD IN SIDE 132KV S/Y OF 400/220/132 KV GRID SUB-STATION,
MERAMUNDALI UNDER EHT (O&M) DIVISION, OPTCL, MERAMUNDALI.**

1.	SECTION-I	Instruction to tenderers.
2.	SECTION-II	General Condition of contract.
3.	SECTION-III	Technical Specification
3(a)	Annexure-I	(Details of work to be executed & Price schedule)
3(b)	Annexure-II	(Abstracts of terms and conditions)
4.	Price of tender document	Rs. 2000/-+12 % GST =Rs 2,240/- (Rupees two thousand two hundred forty) only.
5.	COMMENCEMENT OF SALE OF TENDER PAPER	25.02.2019 (11AM to 5 P.M.)
6.	LAST DATE OF SALE OF TENDER PAPER	11.03.2019 (11 AM to 5 P.M.)
7.	LAST DATE & TIME OF RECEIPT OF TENDER PAPER	12.03.2019 (Up to 1 P.M.)
8.	DATE & TIME OF OPENING OF TENDER	12.03.2019 (at 3.30 P.M.)

SECTION-II
INSTRUCTIONS TO BIDDER

The Bidders must read in detail the “Instruction to Bidders” and “General Terms and Conditions” before filling the tender documents.

1. TENDERS:

A) Only those who have purchased the Tender specification from this office can submit their Tender. Bidders must submit their bids with original signature.

B) Tender must be submitted in sealed cover subscribed as **“Tender call Notice no-20/2018-19: Construction of 20.0 Mtr X 23.0 Mtr Concrete Open Store yard in side 132KV S/Y of 400/220/132 kV Grid Sub-Station, Meramundali under EHT (O&M) Division, OPTCL, Meramundali”** on or before 12.03.2019 for opening and addressed to the **Dy. General Manager, EHT (O & M) Division, Meramundali.**

C) Tender shall be submitted either in person or by registered post & any other means of delivery shall not be accepted. Detailed postal address with PIN No., Phone / Fax/Email of bidder must be mentioned in the application requesting for tender document and on the tender bid. The authority is not responsible for receipt of tender after due date due to postal delay or any other reasons. The tender should be posted by the registry post to reach at **Odisha Power Transmission Corporation Ltd., Office of the Dy. General Manager, EHT (O & M) Division, Meramundali, At -Kantabania, PO- Kusupanga, Dhenkanal-759121, Odisha.** Tenders received after due date due to postal delay or any other reason will not be considered.

D) The bidder is to deposit EMD amounting Rs. 5000.00 (Rupees Five Thousand only) in shape of **bank draft** drawn in favour of **EHT (O&M) Division, MERAMUNDALI payable at "SBI", Bhushan Steel Plant, Narendrapur Branch.** The tender without EMD will be liable for rejection. The EMD of successful tenderer will be refunded after deposit of security-cum-performance deposit. The EMD of all unsuccessful tenderers shall be refunded on written request after finalization of tender. No interest shall be paid on EMD. No adjustment towards EMD shall be permitted against outstanding amount, if any, remain with the OPTCL.

E) **If the rate quoted by the bidder is less than 15% of the estimated cost, the tender will be outrightly rejected and the tender shall be finalized basing on merits of rest bids.**

If all the bids are quoted at 14.99%(Decimal up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders/their authorized representatives will remain present.

2. FORFEITURE OF EMD:

A) In the event the successful tenderer fails to carry out the works / partly carry out the works as per the technical specification, the EMD so deposited shall be forfeited.

B) Any deviation from the terms and conditions of the contract, the EMD so deposited shall be forfeited without any notice.

C) The EMD not claimed within a period of **one year** from the date of issue of order & the Security deposit not claimed for refund within **three years** after completion of contract, will be forfeited. Hence you are requested to claim the EMD & the Security deposit within the scheduled period.

3. INFORMATION ON COMPETITORS:

Bidders have right to know information on competitors only at the time of opening of the bids. No further information on competitors shall be provided at any other point / stage of the tender without prejudice to Right to Information Act – 2005.

4. OPENING OF TENDERS:

A) Copy of PAN card, Civil License (C or D), GST registration Certificate and experience if any must be enclosed along with tenders, failing which the tender will be rejected. The contractor should produce the original documents for verification within 07 days from the date of opening of tender.

B) Bidders themselves or their authorized representatives limited to one person only shall be allowed to attend opening event of the tenders.

5. The Authority reserves the right to award the contract among any responsive bidders against this tender. The authority reserves the right to reject any or all the tenders and alter the quantum of works without assigning any reason thereof.

6. The bidders are advised to inspect the site before assessing their rates to be quoted in the tender.

7. Tender should be prepared clearly and without any overwriting and corrections. Erasures and other changes shall bear the dated initial of the person signing the Tender.

8. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and word in the price bid.

N.B:-

All the materials required for work shall be of good quality. Engineer in charge shall ensure the quality of material supplied.

**Dy. GENERAL MANAGER
EHT (O&M) DIVISION, MERAMUNDALI**

(SECTION-II)

GENERAL CONDITIONS OF CONTRACT

1. **SCOPE OF CONTRACT:** - The scope of contract covers for **Construction of 20.0 Mtr X 23.0 Mtr Concrete Open Store yard in side 132KV S/Y of 400/220/132 kV Grid Sub-Station, Meramundali under EHT (O&M) Division, OPTCL, Meramundali** i.e. with supply of all required materials as per the technical specification and price schedule at Annexure-I including supply of all materials, labour, T&P, transportation & mobilization to site to complete the work in all respect.
2. **PRICE:-** The bidders are advised to quote their rates as per price schedule Annexure-I .The price should be firm and shall include the cost of all the materials, labour, transportation of all the materials to site including mobilization to complete the work in all respect and also shall cover all incidental expenses towards execution of works including T&P etc. **Taxes if any to be specified separately.**
3. **E.M.D. :-** The tender shall be accompanied with EMD equal to 1% of the tendered value in shape of Bank Draft/ Cash drawn in favor of **EHT (O&M) Division, MERAMUNDALI payable at "SBI"**, Bhusan Steel Plant, Narendrapur Branch failing which, the tender will be liable for rejection. The E.M.D. of successful bidders will be returned after deposit of the required security deposit and the EMD of unsuccessful bidder will be returned after finalization of tender. No interest will be paid on E.M.D.
4. **VALIDITY:** - Price with terms and conditions of the offer shall be valid for a minimum period of 120 days from the date of opening of tender failing which their tenders will be liable for rejection.
5. **EXECUTION PERIOD:** - The work shall be carried-out & completed within 60 days from the date of issue of Work order. The authority however reserves the right to reschedule the work program.
6. **EXTENSION OF TIME:** - If the work could not be completed due to reasons beyond the control of Contractor, he shall without delay give notice to the Authority in writing for an extension of time. The Authority on receipt of such notice may agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract.
7. **TERMS OF PAYMENT:** - 100% payment will be made against satisfactory execution of works subject to detailed verification against submission of Security Deposit as per Clause No.11 of this tender specification.
8. **PENALTY FOR DELAY IN COMPLETION OF WORK:** - If the Contractor fails to complete the work within the scheduled period as stipulated in the work order, the authority shall recover penalty from the contractors bill an amount @ ½ % of the un-completed work for each calendar week of delay subject to maximum of 5% (Five percent) of the contract value.
9. **GUARANTEE PERIOD:** - The work executed shall be guaranteed for a period of 12(twelve) months from the date of execution & certification by the Engineer-in-Charge. The guarantee certificate shall be furnished in triplicate to the undersigned for his approval. Any defect if noticed during this period shall be rectified free of cost provided such defects are due to bad workmanship, bad materials used upon written notice from the authority concerned.
10. **INCOME TAX REGISTRATION CERTIFICATE /I.T.PAN CARD/CONTRACTOR LICENSE/ SERVICE TAX REGISTRATION CERTIFICATE:** Clear attested Xerox copies of PAN No., Income Tax clearance certificate/Civil contractor license issued by Govt. of India/Govt. Of Odisha/Railways /Military, valid on the date of opening of tender should be submitted along with tenders without which tender will be rejected. The Contractor may be requested to produce original PAN card, Service tax registration certificate. Civil contractor license and all other relevant documents for verification. Those who fail to produce the same and found not to be valid on the date of opening of tender, their tenders will be

rejected. **All documents of the tender should be signed by the authorized signatory.**

11. SUBMISSION OF PROOF REGARDING PAST EXPERIENCE: -

The bidder is required to submit the list of similar works executed by him in support of his past experience along with the tender.

12. SECURITY DEPOSIT: - The successful tenderers will be required to deposit a sum amounting to 10% of value of the contract in shape of **Bank Draft/ B.G** valid up to two months after the guarantee period drawn in favour of the paying officers within 15 days of receipt of the work order. In the event of any breach or default in all or any conditions of the work order, the D.G.M., EHT (O&M) Division, Meramundali may forfeit the whole amount of Security deposit. No interest will be paid on the security deposit and will be released after expiry of the guarantee period. The security value shall be deposited prior to execution of work.

13. ADDITIONAL PERFORMANCE SECURITY:- The bidders whose offer qualifies for acceptance will be awarded work order for execution of the works and the bidder shall have to deposit "Additional Performance security " i.e. the differential amount between the quoted price & estimated cost for the said work only if the quoted price is less than the estimated cost within seven days from issue of letter from this office in shape of BG/bank draft drawn in favour of **EHT (O&M) Division, MERAMUNDALI payable at "SBI", Bhushan Steel Plant, Narendrapur Branch** otherwise the bid shall be cancelled & EMD deposited will be forfeited and next qualified bidder shall be call upon for said work.

14. COMPENSATION: - The contractor shall be fully responsible for paying compensation, if any under the Workmen Compensation Act on account of workmen deployed by him. OPTCL will no way be responsible for payment of any compensation.

15. JURISDICTION OF COURT :- In the event of any dispute and suit, if any arising out of this contract shall only be filed by either party in Court of Law to which jurisdiction High Court of Odisha extends.

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

- a) Tenderers should have been purchased the tender specification from the office of the D.G.M., EHT (O&M) Division, Meramundali-759121 in his own or Firm's name.
- b) Tenders shall be submitted in person or by Registered post with A.D. and received before the time fixed for receipt of tender.
- c) Tenders shall not be submitted telegraphically or by FAX.
- d) Tenders shall be accompanied with the prescribed earnest money deposit.
- e) Tenders shall be kept valid for a minimum of 120 days from the date of opening of the tender.
- f) Tenders shall be accompanied with clear valid attested Xerox copy of PAN No., ITCC as well as Civil contractor's license which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
- g) The contractor agreed to obtain Labour Contract License on event of work order from the competent authority along with the Registration certificate of EPF & ESIC of the firm.
- h) The tender shall not be conditional.
- i) The tenderers shall fill the information at Annexure-II of this tender specification.
- j) The tenderer shall agree to all other terms and conditions of the tender specification.

**Dy. GENERAL MANAGER
EHT (O&M) DIVISION, MERAMUNDALI**

SECTION-III
GENERAL TERMS & CONDITIONS OF CONTRACT

Sealed tenders are invited from intending Bidders having valid PAN card, Civil License (C or D), GST registration Certificate for **Construction of 20.0 Mtr X 23.0 Mtr Concrete Open Store yard in side 132KV S/Y of 400/220/132 kV Grid Sub-Station, Meramundali under EHT (O&M) Division, OPTCL, Meramundali.**

1. **Scope of Work:** Detailed scope of work is appended at Annexure-I. The work is to be taken up as per guideline of OPTCL and direction of Engineer in Charge.

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

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

4. **PRICE:** - The bidders are advised to quote their rate as per the price schedule as mentioned in Section-IV. The unit rate and the total amount should be entered in figures and words.

5. **SECURITY DEPOSIT:** - The bidders whose offer qualifies for acceptance will be awarded work order for execution of the works and the bidder shall have to deposit security amount equal to 10% (ten percent) of contract value in shape of BG/bank draft drawn in favour of **EHT (O&M) Division, MERAMUNDALI payable at "SBI", Bhushan Steel Plant, Narendrapur Branch.** The security deposit shall remain valid till two months after the expiry of the guarantee period as stated under clause-10 of SECTION-III, and shall be released on receipt of application for this purpose. No Interest shall be paid to the bidder towards the security deposit so deposited by the Bidder. The security deposit shall be deposited with the paying officer of OPTCL prior to commencement of work. In case of Non fulfillment of contractual obligation by the supplier, the same so deposited shall be forfeited.

6. **ADDITIONAL PERFORMANCE SECURITY:**- The bidders whose offer qualifies for acceptance will be awarded work order for execution of the works and the bidder shall have to deposit "Additional Performance security" i.e. the differential amount between the quoted price & estimated cost for the said work only if the quoted price is less than the estimated cost within seven days from issue of letter from this office in shape of BG/bank draft drawn in favour of **EHT (O&M) Division, MERAMUNDALI payable at "SBI", Bhushan Steel Plant, Narendrapur Branch** otherwise the bid shall be cancelled & EMD deposited will be forfeited and next qualified bidder shall be call upon for said work.

7. **COMMENCEMENT & COMPLETION OF WORK:** - The works awarded should commence within 15 days of the award of the contract and should be completed within 60 days. If the work could not be completed within scheduled date due to force majeure condition, then completion period may be extended on written request by the Bidder. If the work will not commence & complete within the stipulated period, then the penalty should be imposed as per clause No.08 of SECTION-III.

8. **PENALTY:** - Penalty @ ½% (half per cent) per week up to a maximum of 5% of the total value of the work order will be imposed and recovered from dues admissible if the work will not completed within the specified date in SECTION -III, clause-7. However imposition of penalty clause is subject to force majeure condition.

9. **TERMS OF PAYMENT:** - 100% (one hundred percent) payment along with full taxes and duties (if any) shall be made after successful completion of the work in all respect and verification thereof by respective consignee and paying officer subject to availability of funds from Head Quarters office and against deposit of 10% security cum performance guarantee, otherwise the same will be deducted from the final bill which will be released after completion of Guarantee period.

10. GUARANTEE PERIOD: - The work done by the contractor as per contract specification should be guaranteed for satisfactory operation and against any defects, in materials & the workmanship for a period of 12 months from the date of completion of the work and handing over to consignee. The above guarantee certificate shall be furnished in triplicate to the undersigned for approval. Any defects noticed during the period shall be rectified by the contractors at its own cost, without any financial burden to OPTCL.

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

(i) Electrical License (HT) with Civil License(C or D)

(ii) GST Registration Certificate.

(iii) Valid PAN.

(iv) Experience Certificate (optional)

12. ADDITION OR DELETION OF CONTRACT: - The Contract may be altered in quantum as per exigencies of work. The bidder shall accordingly provide services as may be required by the Officer- in -Charge on being given a notice of 15 days.

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

14. FORCE MAJURE: The Contractor shall not be liable for any penalty for delay or for failure to perform the Contract for reasons of FORCE MAJURE, such as acts of God; acts of public enemy, acts of Govt., fires, floods, epidemics, quarantine restrictions, strike, freight, embargoes provided that the contractor shall within 10 days from the beginning of such delay notify to OPTCL in writing of the cause of delay. The OPTCL shall verify the facts and grant such extensions if facts justified.

15. WORKMEN'S COMPENSATION: The contractor shall be fully responsible for paying compensation if any, under the Workmen Compensation Act on account of workmen deployed by him.

16. REJECTION OF WORKS: In the event of any of the materials supplied / work done by the contractor is found defective in materials or workmanship or otherwise not in conformity with the requirement of this contract, specifications, the OPTCL shall either reject the materials or work and request the Contractor to rectify the same. The Contractor on receipt of such notice, rectify or replace the defective materials and rectify the work free of cost. If the Contractor fails to do so the OPTCL may - At its option replace or rectify such defective materials and / or work and recover the extra cost so involve from the Contractor/ terminate the contract for balance work / supplies with enforcement of penalty as per contract.

17. CONSIGNEE: - Manager, 400/220/1320kV Grid Sub-Station, Meramundali.

18. PAYING OFFICER: - DGM, EHT (O&M) Division, Meramundali.

19. JURISDICTION OF COURT: - In case of any dispute arising between the ordering authority and the firm/supplier, either party can take shelter in the court of law at Balasore in the State of Odisha.

20. SAFETY PRACTICE: - The Bidder must be follow the OPTCL safety Rule while performing the work. The workmen must be provided personal protective equipment (PPE) by the contractor while performing the works .No deviation will be allowed and the consignee has got any power to stop the work at any time on the breach of safety practice.

NB:

- 1. The authority reserve the right to reject any or all tenderer or award the contract among any responsive bidders against the Tender without assigning any reason thereof.**
- 2. If the rate quoted by the bidder is less than 15% of the estimated cost, the tender will be out rightly rejected and the tender shall be finalized basing on merits of rest bids. If all the bids are quoted at 14.99%(Decimal up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders/their authorized representatives will remain present.**

(Annexure-I)
DETAILS OF WORK & SCHEDULE OF PRICE

Detailed estimate for the work "Construction of concrete open store yard in side 132 kV S/Y of 400/220/132 kV Grid S/S, Meramundali.					
SL. No	Name of works	Unit	Qty .	Rate	Amount
1	Earthwork in excavation of foundation including dressing and levelling the bed and depositing the soil within initial lead and lift in all kinds of soil etc.	Cum	92.00		
	1x20.00mx23.00mx0.20m= 92.00 Cum				
2	Filling foundation and plinth with sand well watered and rammed etc.	Cum	46.00		
	1x20mx23.00mx0.1m=46.00 Cum				
3	Cement concrete (1:4:8) using 40 mm size CBHG metal in foundation and floor etc., watering and curing etc. complete.	Cum	46.00		
	1x20mx23.00mx0.1m=46.00 Cum				
4	CC(1:1.5:3) using 12mm size chips including watering, curing etc. complete	Cum	46.00		
	1x20mx23.00mx0.1m=46Cum				
5	Rigid and smooth centring and shuttering	Sqm	32.10		
	(20.0x4+23.0x4)x0.1=17.2Sqm, 3x23x0.1=6.9 Sqm, 4x20x0.1=8 Sqm Total=17.2+6.9+8.0=32.1 Sqm				
				Add GST @ 18%	
				Grand Total	

(Rupees.....) only

- NB:**
- 1. Price Schedule must be filled in complete shape.**
 - 2. Tax extra will be paid as per prevailing norm of OPTCL**

Dated

SIGNATURE OF THE TENDERER WITH SEAL

(Annexure-II)
ABSTRACT OF TERMS & CONDITIONS

(To be furnished by the Tenderer)

1. Name of the work: - For Construction of 20.0 Mtr X 23.0 Mtr Concrete Open Store yard in side 132KV S/Y of 400/220/132 kV Grid Sub-Station, Meramundali under EHT (O&M) Division, OPTCL, Meramundali
2. Name of the Contractor & address:-
3. Earnest Money deposit Details
4. Attested copy of Pan Card: - Furnished/Not furnished
- 5(i) Attested copy of valid Civil License (C or D): - Furnished/Not furnished
- (ii) Attested copy of Goods & Service Tax registration Certificate as applicable : - Yes/No
6. Agreed to furnish security Deposit-Cum-Performance guarantee as per terms of tender :- Yes/No
7. Agreed to adhere completion of work as per the contract :- Yes/No
8. Agreed to accept payment terms as per the tender Yes/No
9. Agreed to accept penalty clause as per the tender :- Yes/No
10. Attach past experience certificate for the similar job in OSEB/ Gridco or any other Agencies. Yes/No
11. Agreed to keep validity of the tender for 120 days from the date of opening of tender without any variation in the tender clause Yes/No
12. Agreed to obtain labour contract license on event of work order from the competent authority :- Yes/No
13. Submitted tender in duplicate Yes/No
14. Agreed to all terms & conditions of the tender specifications. Yes/No

Date: -

SIGNATURE OF TENDERER
WITH SEAL