



ODISHA POWER TRANSMISSION CORPORATION LTD.
(A Government of ODISHA Under Taking)
Regd. Office: Janpath, Bhubaneswar-751022, Odisha
OFFICE OF THE GENERAL MANAGER: ELECT.
EHT (O&M) CIRCLE: CHAINPAL
AT/PO: CHAINPAL COLONY, PIN-759104, and DIST: ANGUL (ODISHA)
[CIN:U40102OR2004SGC007553](#)
Email: ehtm.cle.chp@optcl.co.in

e-TENDER SPECIFICATION NO. CHP-04/2016-2017

FOR

PAINTING OF TOWERS UP TO BOTTOM CROSS ARM (MS PORTION) 132KV
BOINDA-ANGUL SC LINE, 132KV MRDL-ARATI LINE & 132KV ANGUL-
CHAINPAL LINE EXCLUDING INSERTED G.I TOWER UNDER EHT (O&M)
CIRCLE, CHIANPAL

Request for online tender documents:-	From dt-23.04.2016 (10.00 Hrs) to dt-23.05.2016(12.30 Hrs)
Last date of submission of online tender: -	up to dt-23.05.2016(17.00 Hrs)
Date of opening of Tender: -	24.05.2016(11.30 Hrs)

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[SECTION-1]

TENDER CALL NOTICE



ODISHA POWER TRANSMISSION CORPORATION LTD.
(A Government of ODISHA Under Taking)
Regd. Office: Janpath, Bhubaneswar-751022, Odisha
OFFICE OF THE GENERAL MANAGER: ELECT.
EHT (O&M) CIRCLE: CHAINPAL, AT/PO: CHAINPAL COLONY,
DIST: ANGUL (ODISHA), Pin-759104, [Email-ehm.cle.chp@optcl.co.in](mailto:email-ehm.cle.chp@optcl.co.in)
CIN:U40102OR2004SGC007553

e-TENDER NOTICE NO. CHP-04/ 2016-17

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD General Manager, EHT (O&M) Circle, Chainpal, invites Tenders from reputed Bidders in **One part** bidding system for **(LOT-1) Painting of Towers up to bottom cross arm of different type of 98 Nos of MS Towers in 132KV Single Circuit line from Boinda Grid S/S to Angul Grid S/S. (LOT-2) Painting of Towers up to bottom cross arm (MS Portion) from Loc No.79 to 147 of 132KV MRDL-AARATI Line. (LOT-3) Painting of Towers up to bottom cross arm (MS Portion) from Loc No.34 to 44 of 132KV ANGUL-CHAINPAL Line** under EHT(O&M) Circle, Chainpal. The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from **23.04.2016 (10.00 Hrs) up to 23.05.2016 (12.30 Hrs)**. Interested Bidder may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL only.

NOTICE INVITING TENDER

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

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

The bidders who want to submit bid shall have to pay a nonrefundable amount of **Rs.6,300/- (Rupees Six thousand Three hundred only non refundable including VAT @ 5%) for the contract** towards the tender cost, in the form of e-payment only, drawn in favour of EHT (O&M) Circle Chainpal **(NEFT in favour of EHT (O&M) Circle, Chainpal, UCO Bank, Talcher Thermal Branch, IFSC code-UCBA0000785, MICR-759028502, branch code-07850, ACCOUNT NO.07850200052576)** at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall have to e-payment the EMD amount as above account no. & submit the copy of proof/payment documents at the office of the undersigned on or before the last date & time of submission of tender.

(The bidders shall scan the NEFT transaction copy (e-payment) towards EMD and Tender paper Cost and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.)

The bidders shall have to pay a nonrefundable amount in the table below to K.S.E.D.C.Ltd, towards the tender processing fee through e-payment gateway.

Sl. No	Tender Specification No./Lot	Description of work/Item	INDIAN RUPEES			
			Estimated Cost	Earnest Money Deposit.	Cost of Tender Paper	Tender Processing Fee.
1	CHP-04/2016-17 (LOT-1)	Painting of Towers up to bottom cross arm of different type of 98 Nos of MS Towers in 132KV Single Circuit line from Boinda Grid S/S to Angul Grid S/S	6,61,428.83	6,614.28	-	-
2	CHP-04/2016-17 (LOT-2)	Painting of Towers up to bottom cross arm (MS Portion) from Loc No.79 to 147 of 132KV MRDL-AARATI Line	4,27,722.30	4,277.22	-	-
3	CHP-04/2016-17 (LOT-3)	Painting of Towers up to bottom cross arm (MS Portion) from Loc No.34 to 44 of 132KV ANGUL-CHAINPAL Line	74,479.88	744.79		
TOTAL in Rs.			11,63,631.00	11,637.00	6,300.00	1,309.00

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 tender can be had from the undersigned during office hours.

Minimum qualification criteria of bidders: AS STIPULATED IN SECTION-II, OF THE TENDER SPECIFICATION.

The Quantum of Painting Works described as in Table below.

Lot-1) Painting of Towers up to bottom cross arm of different type of 98 Nos of MS Towers in 132KV Single Circuit line from Boinda Grid S/S to Angul Grid S/S. under EHT (O&M) Circle, Chainpal.

S.N	Type of Tower	Painting Area in each Tower in Sq. Mtr.	No. of Tower	Total area in Sq. Mtr
1	DA	68	77	5236
2	DB	61	15	915
3	DC	71	05	355
4	DD	71	01	71
	Total		98	6577

Lot-2) Painting of Towers up to bottom cross arm (MS Portion) from Loc No.79 to 147 of 132KV MRDL-AARATI Line under EHT (O&M) Circle, Chainpal.

S.N	Type of Tower	Painting Area in each Tower in Sq. Mtr.	No. of Tower	Total area in Sq. Mtr
1	A+10	70.95	07	496.65
2	A	61.06	55	3358.30
3	B	56.88	07	398.16
	Total	188.89	69	4253.11

Lot-3) Painting of Towers up to bottom cross arm (MS Portion) from Loc No.34 to 44 of 132KV ANGUL-CHAINPAL Line under EHT(O&M) Circle, Chainpal.

S.N	Type of Tower	Painting Area in each Tower in Sq. Mtr.	No. of Tower	Total area in Sq. Mtr
1	A+10	81.60	01	81.60
2	A	68.00	07	476.00
3	B	61.00	03	183.00
	Total	188.89	11	740.60

N.B:-The Bidder should fill the price bid for all Lots (Lot-1, Lot-2 & Lot-3).

GENERAL MANAGER (Ele)
EHT (O&M) CIRCLE, CHAINPAL

Energy is precious. Save it.

(SECTION-II)

INSTRUCTION TO BIDDER

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 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 submitted according to the instruction, stipulated above. The participants to the tender should be registered under IT Act / Service tax Act.

1. For all the users it is mandatory to procure the Digital Signatures.
2. Contractors / Vendors / Bidders / Bidders are requested to follow the below steps for **Registration**:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of Rs. **2247/-** through DD in Favour of **KSEDC Ltd.** Payable at Bangalore. This registration is valid for one year.
 - 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.
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.
 - Enter the required fields including details of D.D for tender Processing fee.
6. After making the request Bidders will receive the Bid 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.**

2. Division of Specification.

1. SECTION –I :TENDER CALL NOTICE
2. SECTION –II :INSTRUCTION TO THE TENDERER
3. SECTION –III :GENERAL TERMS & CONDITION OF CONTRACT
4. SECTION –IV :ANNEXURE
5. SECTION –I :PRICE BID

The Bidders are required to submit the tenders in single part

3. Purchaser’s Right Regarding Alteration of Quantities Tendered.

The Purchaser may alter the quantities of work at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one bidder for any particular item, if considered necessary in the interest of the OPTCL.

4. 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.

5. 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.

6. Earnest money deposit:

The Tenders shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders **against each LOT**. Tenders without the required EMD will be rejected out rightly

The earnest money deposit shall be furnished in shape of

- (i) **NEFT** in favour of EHT (O&M) Circle, Chainpal, UCO Bank, Talcher Thermal Branch, IFSC code-UCBA0000785, MICR-759028502, branch code-07850.

NOTE:-

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

- (ii) In the case of un- successful tenderer, the EMD will be refunded after finalization of the tender. In the case of successful Tenderer, this will be refunded only after award of contract & on submission of BG/DD as security deposit.
- (iii) 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) EMD will be forfeited if the tenderer fails to accept the purchase order and/or work order issued in his favour or to execute the order, placed on them.
- (v) Tenders not accompanied by Earnest Money shall be disqualified.

7. Validity of the Bids: -

The tenders are requested to keep the validity of their offer for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

8. PRICE: -

The bidders are advised to quote their rate as per the price schedule attached with this specification and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender. However Service tax will be paid extra as per Govt. Prevailing rule.

9. Bidders to be fully conversant with the clauses of the Specification:

Bidders 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 bidder may seek clarification in writing from the GM EHT (O&M) Circle, Chainpal, This, however, does not entitle the bidder to ask for time beyond due date, fixed for receipt of tender.

10. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

- [i] Declaration Form as per **Annexure-III** (duly signed) to be uploaded in .pdf format.
- [ii] Earnest Money (scanned copy DD or NEFT Transaction proof is to be uploaded)
- [iii] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II**. To be keyed in, in the bid sheets provided.
- [iv] General Terms & Conditions of contract as per Section-III of the Specification.(All the required documents are to be uploaded.)
- [v] Data on past experience as per the Specification.(Scanned copy to be uploaded)
- [vi] Service Tax Registration certificate, Labour License, Contractor License & permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- [vii] Any other document required, is to be uploaded.
- [viii] Schedule of prices in the prescribed proforma in the price bid sheet provided in .xls format.

11. Conditional Offer:

Conditional offer shall not be accepted.

13. Qualification of Bidder:

The bidder must have the following documents to qualify.

- i) Electrical HT/MV License
- ii) Service Tax Registration Certificate from the Central Excise Deptt.
- iii) Valid PAN/ TIN.
- iv) Labour License.
- v) VAT Regtd./VAT CC (as applicable)
- vi) Experience Certificate (weight-age in tie condition)

14. CONSIGNEE:-

(i) The SDO, 132/33KV Grid S/S Boinda is the consignee for the contract to be issued to the Contractor for painting Lot-1.

(ii) The SDO, 132/33KV Grid S/S Dhenkanal is the consignee for the contract to be issued to the Contractor for painting Lot-2.

(iii) The SDO, 132/33KV Grid S/S Angul is the consignee for the contract to be issued to the Contractor for painting Lot-3.

15. PAYING OFFICER:-

The DGM, EHT (O&M), Division, Chainpal is the paying officer for the contract to be issued to the Contractor for both the contract Lot-1, Lot-2 & Lot-3.

16. General: -

(i) The Bidders must offer their bids for all lot.

(ii) The tender paper cost (Form fee) for an amount of **Rs 6,300/-** is to be paid for all Lot.

(iii) The tender processing fee for an amount of **Rs. 1309.00/- for** is to be paid for all Lot by bidder.

(iv) The EMD amount is to be paid against each LOT as mentioned in the detail tender Notice.

(v) 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.

(vi) Notice inviting tender shall form part of this specification.

(vii) The EMD, if any, shall be returned to the unsuccessful bidders.

(viii) It should be distinctly understood that the price bid shall contain only details/documents relating to price, as mentioned herein above.

(ix) The tenderer must submit the EMD amount, cost of tender document and Tender processing fee in a sealed cover envelope super scribing the tender specification number, Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.

SECTION-III

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

1. Scope of the contract:

The scope of work covers the following activities.

- a) All the surfaces to be painted shall be free from rust.
- b) Removal of rusting & old paints are to be done and surfaces to be cleaned by making full use of mechanical tools along with manual scrubbing and wire brushing.
- c) Surface to be washed thoroughly and then dried properly or cleaned by cotton waste.
- d) One coat primer is to be applied by brush with Bison HB zinc phosphate primer of Berger/Asian make.
- e) Two coat painting to be applied by brush with Berger/Asian make Aluminium paint confirming IS 2339 over the primer coat.
- f) After final Aluminium painting, one coat of black enamel paint of Berger/Asian make confirming to relevant IS is to be applied by brush on the tower legs up to a height of 1 meter over the coping portion.
- g) Painting works of tower members are to be done up to bottom cross arm (M.S. Portion).
- h) Minimum two days gap should be maintained between two consecutive coats.

The painting work shall be done carefully in such a way that the paint shall not scale off or crinkle or shall be removed by abrasion due to normal handling and capable to withstand extremely of weather condition.

All materials required for painting including Berger paints, Asian Paints, thinners etc. tools and plants are to be supplied/ arranged by the contractor. The quality of primer & Berger/Asian make paints to be used for painting works of tower shall be examined for its genuineness by a committee constituting the Consignee, Divisional head, One Finance officer from Circle and TA to GM heading with General Manager, E.H.T (O&M) Circle, Chainpal prior to execution of the works by verifying purchase document made by the Contractor from the manufacturer/authorized dealers.

2.0 Definition of terms:

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- 2.1 "The Purchaser" shall mean the General Manager, EHT (O&M) Circle, Chainpal for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 "The Engineer" shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 "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.
- 2.4 "The Contractor" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- 2.5 "Painting of Equipment" shall mean and include painting including supply of materials , labour charges etc. to be done under the contract by the Contractors.
- 2.6 "Contract Price" shall mean the sum named in or calculated the bid.

- 2.7 “General Condition” shall mean these General Terms and Conditions of Contract.
- 2.8 The Specification” shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules .
- 2.9 “Month” shall mean “Calendar month”.
- 2.10 Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 “FOR Destination costs” shall mean the cost at our work site. The cost is inclusive of all taxes & duties etc. , but excluding Service tax.
- 2.12 The term “Contract document” shall mean and include GTCC, specifications, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 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:**

The works awarded should be commenced from 15 days of the award of the contract and completed within 2 months (i.e.60 days). If the work could not be completed within scheduled date due to want of Shut down, hence completion period may be extended on written request of the tenderer.

All materials required for painting including Berger paints, Asian paints, thinners etc., tools and plants are to be supplied / arranged by the contractor. The quality of primer & burger/Asian make paints to be used for painting works of transformer shall be examined for its genuineness by verifying purchase document received from the manufacturer/authorized dealer by a committee constituting the Consignee, Divisional head, One Finance officer from Circle and TA to GM heading with General Manager, E.H.T (O&M) Circle, Chainpal prior to execution of the works.

4. **Language and measures:**

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

5. **Right to reject/accept any tender:**

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 OPTCL. 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 work at the time of placing final work order.

6. **Completion of work**

The works awarded should be commenced from 15 days of the award of the contract and completed within 2 months (i.e. 60 days) from the date of issue of work order.

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 the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Contractor shall within Ten (10)days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify .

8. **Extension of time:-**

If the Completion of work 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 or may not agree to extend the contract period date as may be reasonable but without prejudice to other terms and conditions of the contract.

9. **Guarantee period: -**

(i) The work done by the contractor shall be guaranteed for a period of 18 months from the date of completion of work or for a period of 12 months the Item/work put to service, whichever is earlier against any bad materials used and bad workmanship done for the work. The above guarantee certificate shall be furnished to the ordering authority for his approval. Any defects noticed during this period shall be rectified by the contractor, free of cost to OPTCL within one month, upon written notice from OPTCL provided such defects are due to bad materials used and bad workmanship failing which provision of clause-11 (iii) shall apply.

(ii)The work failed or found defective during the guarantee period shall have to be guaranteed after rework for a further period of 12 months from the date of completion of work. The Bank Guarantee is to be extended accordingly without any financial burden to OPTCL.

10. **SERVICE TAX REGISTRATION No., PAN CARD & HT/MV LICENSE:**

Scanned copies of PAN, Service Tax Registration no. & HT/MV License valid on the date of opening of tender should be uploaded along with tenders, failing which the tender will be rejected. The contractor or their authorized representatives should produce the original documents for verification within 10 days from the date of opening of tender. Those who fail to produce the same and found not to be valid at the time of verification, their tenders will be rejected.

11. **B.G. towards security deposit, 100% payment and performance guarantee:**

[i] A Composite Bank Guarantee as per the Proforma enclosed at Annexure-III of the specification for 10% [ten percent] of the total contract value shall be furnished from any nationalized/scheduled bank having a place of business at Bhubaneswar, to the office of General Manager EHT (O&M) Circle, Chainpal within 15 days from the date of issue of the work order,. The BG shall be executed on non judicial stamp paper worth of Rs.151.00 [Rupees One Hundred Fifty One] only or as per the prevalent rules, valid for a period of 14 months from the last date of stipulated work completion period, for scrutiny and acceptance, failing which the work order will be liable for cancellation without any further written notices. The BG should be

accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Bhubaneswar, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

- [ii] No interest is payable on any kind of Bank Guarantee.
- [iii] In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.

12. Terms of Payment.

(i) 100% (one hundred percent against Security deposit) payment along with full taxes & duties (if any) shall be made after successful completion of the work in all respect as per JMC and verification thereof subject to approval of guarantee certificate & performance BG. Taxes and duties will be deducted from the bill as per Govt. norm.

(ii) The contractor is fully responsible for safe handling of the tower members to be painted during execution of the work. After completion of the work, the contractor shall produce the printed bills in triplicate to the respective consignee/Paying Officer for effecting payment.

13. Penalty for Delay in Completion of Contract

Penalty shall be imposed @ ½% (half percent) of contract price for each calendar week of delay of part thereof subject to maximum of @ 5% (five percent) of residual work contract amount. Charges towards penalty shall be counted after scheduled date of completion.

14. Validity.

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

15. 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.

16. Correspondences.

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered/Speed Post or by hand 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.

Official Address of the Parties to the Contract

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

- [i] **Purchaser:** General Manager EHT (O&M), Circle, OPTCL, Chainpal,(Odisha)

Telephone No. 9438907320

Email id:- ehtm.cle.chp@optcl.co.in

- [ii] **Contractor:** Address

Telephone No.

Fax No.

17. Outright Rejection of Tenders

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

- [i] 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 opening of the bid.
- [ii] The Tender shall not be submitted telegraphically or by FAX.
- [iii] The prescribed EMD/Paper Cost/Tender processing fee shall be submitted on or before the last date and time of submission of the bid.
- [iv] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender..
- [v] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- [vi] 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.

18. SAFETY PRACTICE:-

The Bidder must be followed the OPTCL safety Rule while performing the work. The workmen must provided Safety Helmet, safety belt, safety shoe, etc 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 or the beach of safety practice.

[SECTION-IV]

PRICE SCHEDULE

1. PRICE:

- (i) Bidders are required to quote their price(s) as 'FIRM'.
- (ii) The prices quoted shall be unit price for work including supply of required materials as per the tender specification at the consignee's site/store inclusive of all taxes and duties but excluding service tax.

2. PROPER FILLING UP OF THE PRICE SCHEDULE:

The tenderer should fill up the price schedule properly and in full in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

3. The Bidder must fill the price bid for all Lot of the work.

SECTION-V
[LIST OF ANNEXURES]

The following schedules and Performa are annexed to this specification and contained in Section-III as referred to in the relevant clauses.

1	Supplier information form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II	ANNEXURE-II
3	Declaration Form	ANNEXURE-III
4	Bank Guarantee Form	ANNEXURE-IV

ANNEXURE - I

SUPPLIER INFORMATION (Fill in Excel sheet provided in Price Bid)

SL. No.	The bidder shall furnish general information in the following format	
1	NAME OF THE BIDDER	
2	Address:-	
3	City	
4	Pin Code	
5	Contact person's Name :-	
6	Telephone No. office & Residence:-	
7	FAX No:-	
8	EMAIL:-	
9	VAT/CST REGD. No:	
10	VAT CLEARANCE CERTIFICATE	
11	Labour License	
12	PAN NO.	
13	Service Tax Regd. Certificate	
14	Electrical HT/MV License	

ANNEXURE-II

ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT [COMMERCIAL] TO
ACCOMPANY (Fill in Excel sheet provided in Technical Bid)

1	(a) Cost of tender document NEFT/D.D. No. & Date (b) Earnest money deposit furnished NEFT/D.D. No. & Date. (c) Tender processing fee NEFT/D.D. No. & Date.	
2	Deviations to the Specification in any (list enclosed or not)	Yes/No
3	Whether agreeable to OPTCL's terms	Yes/No
4	Whether agreeable to furnish Security Deposit / BG in case his tender is successful.	Yes/No
5	Whether agreeable to contractor responsibility clause	Yes/No
6	Terms of Payment : Whether agreeable to OPTCL's standard terms of payment or not	Yes/No
7	Penalty & Recovery : Whether agreeable to OPTCL's terms or not	Yes/No
8	Validity: - Whether agreeable to OPTCL's terms or not.	Yes/No
9	Completion Period: - Whether agreeable to OPTCL's terms or not.	Yes/No
10	Guarantee: - Whether agreeable to OPTCL's terms or not.	Yes/No
11	Xerox copy of Service Tax Registration no.(submitted)	Yes/No
12	Xerox copy of PAN card (submitted)	Yes/No
13	Xerox copy of VAT registration certificate (submitted)	Yes/No
14	Xerox copy of valid VAT clearance certificate (submitted)	Yes/No
15	Xerox copy of HT/MV Electrical License (submitted)	Yes/No
16	Labour License (submitted)	Yes/No

ANNEXURE-III

DECLARATION FORM (Fill the Form & Scanned copy have to upload)

To

General Manager (Elect.)
E.H.T. (O&M) Circle, OPTCL, Chainpal

Sub:- Tender Specification No. - _____

Sir,

1. Having examined the above specification together with Tender conditions referred to therein I/We the undersigned hereby offer to supply the materials 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 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 submitted the bid electronically by remitting (Strike out whichever is not applicable) Cash / Money order / D.D. / remitting the cost of tender, and this has been acknowledged by your letter No. _____ Dated: _____ here with.
5. In the event of Tender being decided in my / our favour, I / We agree to furnish the DD/Composite B.G. towards Security Deposit in the manner of acceptance of PO/WO of ODISHA POWER TRANSMISSION CORPORATION LTD. and for the sum as applicable to me / us per **Clause – 11 of Section – III** of this Specification within 15 days of issue of Letter of intent / Purchase order failing which I / We clearly understand that the said letter of intent / Purchase order will be liable to be withdrawn by the Purchaser and the EMD deposited by us shall be forfeited by OPTCL .

Signed this _____ day of _____ 20 15_____

Yours faithfully,

Signature of Tenderer
with Seal of the Company

(This form should be fully filled up by the Tenderer and uploaded at the time of submission of tender)

*(strike out whichever is not applicable)

ANNEXURE-IV

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND EMD.

This Guarantee Bond is executed this _____ day of _____ 20__ by us the _____ Bank at _____

P.O. _____ P.S. _____

District _____ State _____

WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called “the OPTCL” which shall include its successors and assigns has placed orders No. _____ Date _____ [hereinafter called “The Agreement”] on M/s. _____

[Hereinafter called “The Contractor”] which shall include its successors & assigns for execution of the work. AND WHERE AS the bidder has agreed to execute the work for OPTCL in terms of the said agreement AND WHEREAS the OPTCL has agreed [1] to exempt the bidder from making payment of Security [2] to release 100% payment of the cost as per the said agreement and [3] to exempt from performance guarantee on furnishing by the bidder to OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the bidder from making payment of Security [2] releasing 100% payment to the bidder and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the _____ [Bank][hereinafter referred to as ‘the Bank’] do hereby undertake to pay to the 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 OPTCL by reason of any breach by the said Bidder [s] of any of the terms or conditions contained, in the said agreement.

We the (_____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder’s failure to perform the said agreement. 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 _____]

3. We the _____ Bank } also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor [s] 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, (_____ 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
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said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till General Manager , E.H.T.(O&M) Circle, OPTCL, Chainpal, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [s] and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the [Date _____], we shall be discharged from all liability under this guarantee thereafter.

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

7. We,[_____Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

8. We the _____ Bank further agree that this guarantee shall also be invoked at our place of business at Angul (indicate the name of the branch)in the state of ODISHA. Not with standing any thing contained herein.

1) Our liability under this bank guarantee shall not exceed Rs.------(Rupees----- ---).

2) The bank guarantee shall be valid up to dt.-----

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at -----branch at Angul(ODISHA) a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.