



ODISHA POWER TRANSMISSION CORPORATION LIMITED

OFFICE OF G.M., EHT (O&M) CIRCLE, BURLA

**TENDER SPECIFICATION
FOR PROCUREMENT OF GI EARTH FLAT
OF SIZE (50X6)MM & (75X10)MM**

FOR

TENDER CALL NOTICE NO. 18/12-13

**COST OF TENDER DOCUMENT
Rs. 6000/- + VAT 5%=Rs. 6300/-**

ODISHA POWER TRANSMISSION CORPORATION LTD.
(A Government of Odisha Undertaking)
O/O: GENERAL MANAGER, E.H.T. (O&M) CIRCLE, AT/PO – BURLA,
DIST.: SAMBALPUR – 768017, TELE/FAX: (0663) 2430160

TENDER CALL NOTICE NO. 18/ 2012-13

Sealed Tenders in duplicate are invited by the undersigned from the Manufacturers / Authorized Dealers and registered suppliers having Valid license/ authorised dealership certificate, VAT Registration certificate, valid VAT clearance certificate as well as I.T. PAN to supply the following materials:

Sl. No.	Name of the work	Quantity	Cost of Tender Paper
1	Supply of GI Earth flat (75 mm x 10 mm)	18 MT	6000/- +
2	Supply of GI Earth flat (50 mm x 6 mm)	2 MT	5% VAT (Non-refundable)

The tender document can be made available in the office of the undersigned on written request and payment of requisite amount towards cost of Tender document by cash/ Bank draft drawn in favour of E.H.T. (O&M) Circle, OPTCL, Burla, payable at Burla. Additional amount of Rs. 100/- (Rupees one hundred) only may be paid for postal delivery of Tender document. The undersigned shall not be held responsible for any postal delay.

The bid must be accompanied with an amount equal to 1% (one percent) of the tendered value (Grand total) as EMD in shape of cash/ DD drawn in favour of E.H.T. (O&M) Circle, OPTCL, Burla, payable at Burla, and will be opened in presence of Tenderers or their authorised representatives possessing original authorisation letter. Incomplete Tender and Tender without EMD shall be rejected.

Date of Sale of Tender Paper: From 11.02.2013 to 25.02.2013 (During Office Hours)

Last Date of receipt of Tender Paper: 26.02.2013 up to 01.30 PM.

Date of Opening of Tender Paper: 26.02.2013 at 4.00 PM.

If the last date of receipt/opening of Tender falls on a Holiday, then the tender paper will be received/ opened in the next working days.

The undersigned reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Sd/- D.G.M., E.H.T.(O&M) Circle, Burla

ODISHA POWER TRANSMISION CORPORATION LTD
(A Govt. of Odisha undertaking)
OFFICE OF THE GENERAL MANAGER
EHT (O&M) CIRCLE, BURLA
At/PO- BURLA, Dist:- Sambapur-768017.

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. 18/2012-13
OF EHT (O&M) CIRCLE, BURLA

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|---|---|
| 1. SECTION-I | Instruction to tenderers |
| 2. SECTION-II | General Condition of contract & Technical Specification. |
| 3. SECTION-III | Technical Specification & Price bid |
| 4. SECTION-IV | Abstracts of terms and conditions |
| 5. SECTION-V | B.G. Format for security & performance guarantee. |
| 6. Price of tender document | Rs.6000/-+ 5 % VAT =Rs. 6300/-
(Rupees six thousand three hundred only)
By Cash/M.O/Bank draft drawn in favour of EHT (O&M) Circle, Burla
(Non-Refundable) |
| 7. COMMENCEMENT OF SALE OF TENDER PAPER | (11AM to 5 P.M.) 11.02.2013 |
| 8. LAST DATE OF SALE OF TENDER PAPER | 5 P.M. of 25.02.2013 |
| 9. LAST DATE & TIME OF RECEIPT OF TENDER PAPER | Up to 1.30P.M. 26.02.2013 |
| 10. DATE & TIME OF OPENING OF TENDER | at 04.00 P.M. 26.02.2013 |

SECTION-I

INSTRUCTION TO TENDERERS

1. The bidders must read in detail the “Instruction to Bidder”, “General terms and conditions” and “Technical Specification” before filling the Tender documents. There are four sections in this Tender Specification.
2. **TENDERS:**
 - a) Bidders must submit their bids in duplicate with original signature.
 - b) Manufacturers , Authorized Dealers and registered suppliers are only eligible to quote.
 - c) Tender must be submitted in sealed envelopes superscribed as supply of G.I earth flat of size 50x6 and 75x10mm against Tender Call Notice No.18/ 2012-13, due on Dt. 26.02.13 for opening and addressed to General Manager, EHT (O&M) Circle, OPTCL, Burla..
 - d) Tender shall be submitted either in person or by Registered post with A.D. Any other means of delivery shall not be accepted. Detailed postal address with PIN, phone No./FAX No. must be mentioned in the application requesting for Tender document and on the Tender Bid. The Tender submitted in person is to be dropped in the Tender Box. Tender received after due date and time will not be considered. The authority will not be responsible for receipt of Tender after due date and time due to postal delay or any other reasons.
 - e) Conditional offers will not be accepted.
 - f) If the last date of receipt of tender and its opening is a holiday, it will received and opened on the next working day in same time.
3. **EARNEST MONEY DEPOSIT (EMD):** The tender must be accompanied by 1% (one percent) of the tendered value (total including all taxes) as EMD in shape of Bank Draft drawn in favour of EHT (O&M) Circle, OPTCL, Burla payable at Burla. The EMD of successful Tenderers will not be adjusted towards security deposit and shall be refunded on written request after receipt of security deposit. The EMD of all unsuccessful Tenderers shall be refunded on written request after finalization of Tender. No interest shall be paid on E.M.D.
4. **FORFEITURE OF E.M.D.:**
 - a) In the event the successful Tenderers failing to accept the order or supply the materials as per the technical specification EMD/S.D. so deposited shall be forfeited.
 - b) Any deviation from the terms and conditions of the contract awarded, may also lead to forfeiture of EMD without any notice.
5. **INFORMATION OF 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.

6. **OPENING OF TENDERS:-**

- a) Copy of up-to-date PAN Card and VAT Registration & VAT clearance certificate should be enclosed with the tender.
 - b) Bidders themselves or their authorized representatives (one person only, possessing authorization letter in original) shall be allowed to attend opening event of the tender.
7. The purchaser may alter the quantities of materials at the time of placing orders. Orders may also be split up among more than one tenderer for any particular item if necessary. Only those who have purchased the tender specification in the name of their firm from this office can submit their tender. Tenders submitted by others will be rejected.
8. The Tenderers may please note that the Word 'item' in the paragraph shall mean the materials/equipment as specified in the 'Tender Specification'. In case of deviations, the decision of the purchaser shall be final.
9. The purchaser reserves the right to reject the lowest or any other tender or all tenders without assigning any reason what so ever.
10. Tenders 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.
11. 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.
12. For evaluation, the price mentioned in words shall be taken, if there is any difference in figure and words in the price bid.
13. **THE TENDERS SHALL BE OUTRIGHT REJECTED IF THEY DO NOT COMPLY WITH THE FOLLOWING REQUIREMENTS.**
- i) Tenders should have purchased the relevant tender specification from the office of the General Manager, EHT (O&M) Circle, Burla and indicate the money receipt No. and date of this Office. Bidders must submit their bid documents duly filled in our specification only.
 - ii) Tenders shall be submitted in person or by Registered post with A.D which should be received before the opening of tender as specified in the tender call notice.
 - iii) Tenders shall not be submitted telegraphically or by FAX.
 - iv) Tenders shall be accompanied with the prescribed earnest money deposit/attested Xerox copies of proof of exemption for furnishing the E.M.D. if any.
 - v) Tenders shall be kept valid for a minimum of 180 (One hundred and eighty) days from the date of opening of the tender.
 - vi) The tender shall not be conditional.

- vii) In case of authorized dealer, necessary authorized dealership certificate should be submitted along with the tender duly issued by the manufacturer which should be valid on the date of opening of the tender. The registered suppliers have to mention the name of the manufacturer in their tender.
- viii) Violation of terms and conditions set forth and provided in the tender specification.
- ix) Non submission of copies of I.T. Pan card, valid VAT registration and valid VAT clearance certificate.
- x) The bidder must agree to supply the material within the scheduled delivery period.
- xi) Non-submission of duly filled up abstract of terms and condition (Section-V).

Dy. General Manager (Elect.)
E.H.T. (O&M) Circle , Burla

SECTION-II
GENERAL CONDITION OF CONTRACT

1. **SCOPE OF CONTRACT:** The scope of contract is to deliver the material at our site i.e. 220/132/33 KV Grid sub-station, Katapali as per the schedule of quantities mentioned in the price schedule. The tenderer should mention the name of the manufacturer of the items .
2. **PRICE:** The price should be **firm** and FOR destination Katapali only at our site store by rail/road transport. The price should be inclusive of packing, forwarding, freight, insurance charges, excise duty, and other taxes if any. The VAT if extra, shall be paid by the Purchaser as per actual against production of documentary evidence. The amount & nature of taxes should be clearly specified in the price schedule.
3. **DELIVERY:** The materials shall be supplied within one month from the date of issue of purchase order. The purchaser however reserves the right to reschedule the delivery/change of destination.
4. **VALIDITY:** Price with terms and conditions of the offer shall be valid for a minimum period of 180 days from the date of opening of tender failing which their tenders will be rejected.
5. **INSURANCE:** Insurance of materials is to be done by the supplier at his own cost. The responsibility of delivery of the materials at destination in good condition rests with the supplier. Any claim with the insurance company Railway authority/Road transport authorities arising due to loss or damage in transit has to be settled by the supplier. The supplier shall undertake free replacement of materials damaged or lost which will be reported by the consignee within 30 days of the receipt of the materials at destination without waiting for the settlement of the claims with the carriers and underwriters.
6. **DESPATCH INSTRUCTIONS:** The materials should be securely packed and dispatched by Rail/Road transport. Detailed instruction regarding dispatch of materials of OPTCL stores at 220/132/33 KV Katapali Grid substation will be indicated at the time of placing order.
7. **TERMS OF PAYMENT:** 100% payment with taxes and duties will be paid after delivery of materials at the respective sites subject to inspection and detailed verification thereof subject to deposit of security amount & approval of guarantee & test certificate.

8. **PENALTY FOR DELAY IN DELIVERY :** If the supplier fails to deliver and/or install the materials within the delivery period as stipulated under Clause No.3 (Section-II) of this tender document or any extension granted thereto, the purchaser shall recover from the supplier penalty for a sum of half percent (i.e. 0.5 percent) of the contract price for each calendar week or part thereof of delay.

However the total amount of penalty shall not exceed 5% (five percent) of the cost of undelivered items. Materials will be deemed to have been delivered only when all the component parts are delivered. If certain components are not delivered in time, the supply will be treated as delayed until such time the missing/undelivered parts are delivered.

9. **EXTENSION OF TIME:** If the delivery of materials are delayed due to reason beyond the control of supplier, the supplier shall without delay give notice to the purchaser in writing for an extension of time with detail justification. The purchaser on receipt of such notice may agree to extend the contract delivery date if reasonable but without prejudice to other terms and conditions of this contract.

10. **GUARANTEE PERIOD:** The materials i.e. earth flat are to be guaranteed for trouble free service for a period of 18 month from the date of supply or 12 months from the date of installation which ever is earlier. Any defect if noticed during the above guarantee period shall be replaced/ rectified by you of free of cost provided such defects are traced due to bad material, bad workmanship & faulty design etc. The above guarantee certificate in *triplicate* must be furnished to this office for approval to the under signed by the successful bidders .

11. **VAT REGISTRATION / CLEARANCE CERTIFICATE, (IF APPLICABLE) PAN CARD & AUTHORIZED DEALERSHIP CERTIFICATE (IF APPLICABLE) :** Attested legible Xerox copies of Income Tax PAN Card, VAT Registration & clearance Certificate, valid on the date of opening of the tender, and authorized dealership certificate (if applicable) should be submitted along with tenders without which tender will be rejected at the time of opening. If required, the firm may be asked to produce original documents for verification any time after opening of the tender. Those who fail to produce the same and found not to be valid on the date of opening of the tender, their tenders will be rejected.

12. **TEST CERTIFICATE:** Necessary manufacturer test certificate in *triplicate* for individual items should be furnished to this office for approval by the undersigned while dispatching the materials. The purchaser reserves the right to get the material tested at the manufacturer's /any Government approved laboratory before dispatch. ***The purchaser will depute OPTCL personals for inspection of materials and test witness.***

13. **SUBMISSION OF PROOF REGARDING MANUFACTURER'S CERTIFICATE/ AUTHORISED DEALERSHIP CERTIFICATE, PRICE LIST OF THE MANUFACTURER, PAST EXPERIENCE OF EXECUTION OF ORDER PERFORMANCE CERTIFICATE, TECHNICAL LITERATURE AND DRAWING:**

Attested legible Xerox copies of valid authorized dealership certificate, manufacturers Price list and technical literature etc. should be furnished along with the tender if applicable. If required, the firms may be requested to produce such original certificates for verification. Past experience of execution of Purchase Orders need to be furnished by the bidders. The tender shall be accompanied with dimensional drawing and technical literature, leaflets, manuals if any.

14. **FREE REPLACEMENT:** Free replacement of materials lost/damaged due to transit shall be made immediately on receipt of the intimation from the consignee/Paying Officer without awaiting for settlement of the claim of bidders with Railway/Lorry/Insurance Company.

15. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :** Security Deposit-cum-Performance Guarantee amounting to 10% of the contract value valid up to two months after the guarantee period shall be deposited within 15 days (fifteen days of placement of Purchase order in the shape of Cash/DD/Composite B.G. from a Nationalized Bank drawn in favour of EHT (O&M) Circle, OPTCL, Burla which will be refunded after two months of completion of the Guarantee period on written request . The B.G. format will be issued by the purchaser. In the event of any breach or default in all or any condition of Purchase Order, the security deposit cum performance guarantee will be forfeited.

16. **STANDARDS:** The materials offered shall confirm to relevant ISS.

17. **JURISDICTION OF COURT:** For the purpose of jurisdiction of Court in the event of any dispute shall be deemed to have entered into any Court of law at Sambalpur to which the jurisdiction of Odisha High Court extends and it is hereby expressly agreed that neither party shall be competent to bring a suit in regard to the matter covered by this purchase at any place outside in State of Odisha.

18. **QUANTITY VARIATION:** The quantity to be ordered may undergo revision at the time of placement of orders.

Dy. General Manager (Elect.)
E.H.T. (O&M) Circle, Burla

SECTION-III

Technical specification & price bid.

Specification for GI Earth flat

1. Material : Hot dip Galvanized Iron
2. Size : 50x6 mm and 75x10mm
3. Standard length : 5 to 6 meters
4. Physical : Well fabricated, & acceptable of surface finish .
5. Tests : The material shall confirm to the following tests
 - a. Chemical composition test as per IS 2062 (2006) Grade A
 - b. Mechanical test as per IS 2062
 - c. Galvanizing test as per I.S. 6745 , 2629 , 2633, 4759.
 - i. Uniformity of Zinc (Preece Test)
 - ii. Adhesion test
 - iii. Mass of zinc
 - iv. Thickness of Zinc

Price schedule for supply GI Earth flat:

Sl No	Description of materials to be supplied	Quantity in MT	Rate/ MT in Rs	Amount in Rs
1	GI Earth flat of size (50x6 mm)	2		
2	GI Earth flat of size(75x10 mm)	18		
3	Total :			
4	Taxes if any (to be specified)			
5	GRAND TOTAL Sl No.3 + 4 in Rs(in figure)			
6	GRAND TOTAL Sl No. 3 + 4 (in words)			

- The unit rate should be inclusive of E.D., packing, forwarding, transportation, testing and cost of insurance. Tax as specified in sl. 4 means VAT

Full Name & Address of the bidder

Signature of the bidder.
SEAL

SECTION-IV

ABSTRACT OF TERMS AND CONDITIONS

**(This proforma should be filled with all information and should be furnished
along with the tender)**

1. Earnest money deposit (deposited in shape of Bank Draft/Bankers Cheque) :
 - (a) Name of the Bank:
 - (b) Amount deposited:
 - (c) Bank Draft No. & Date:
2. Validity of the bid in days from the date of opening of tender: YES/NO
As per specification
3. Nature of Price — Firm/Variable:
4. Terms of payment (Whether agreeable to OPTCL terms) YES/NO
5. Security deposit (Whether agreeable to OPTCL terms) YES/NO
6. Penalty (Whether agreeable to OPTCL terms) YES/NO
7. List of orders executed/in hand for similar work during recent three years:
8. Copy of PAN furnished YES/NO
9. Copy of VAT Registration & clearance Certificate furnished YES/NO
10. Guarantee(Whether agreeable to OPTCL terms) YES/NO
11. Delivery period (Whether agreeable to OPTCL terms) YES/NO
12. Manufacturer/Authorized dealer certificate furnished YES/NO
13. Name of the manufacturer mentioned YES/NO
14. Agreed to all terms and conditions of the tender specification YES/ NO

(Strike off whichever is not applicable)

Signature of the Tenderer with Seal

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY
DEPOSIT AND PERFORMANCE GUARANTEE**

This Guarantee Bond is executed this _____ Day of _____ 20____ by us, the _____ Bank at _____ P.O. _____ P.S. _____ Dist _____ State _____.

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD a body corporate constitute under the Electricity (Supply) Act.1948 (hereinafter called “the OPTCL”) has placed orders No._____ date_____ (hereinafter called “The Agreement “) on M/s _____ (hereinafter called “The Contractor”) for supply of materials .AND WHEREAS the OPTCL has agreed (1) to exempt the Contractor from making payment of Security, and (2) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL, a Composite Bank Guarantee of the value of Rupees..... only.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the Contractor from making payment of Security and (2) 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 the OPTCL an amount not exceeding Rs. _____(Rupees _____) against any loss/ damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. 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 Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor’s failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any 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 institute/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us this 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 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 Chairman Cum Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge 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 or 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 such variations or the OPTCL or any indulgence by the OPTCL to the Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and 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. Date at the _____ Day of _____ Two thousand _____.

8. This Bank Guarantee shall remain in force up todated theday of.....2013.

For _____

(Indicate the name of the Bank)

Witness: (with signature, names and address)

1.

2.