

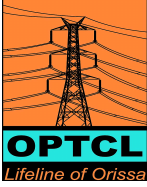
ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE GENERAL MANAGER
EHT (O&M) CIRCLE, BIDYUTPURI COLONY, BERHAMPUR

TENDER SPECIFICATION FOR TENDER CALL NOTICE No. 2/13-14

CONSTRUCTION OF RETAINING WALL AND EARTH EMBANKMENT AROUND
THE LOCATION NO. 94 OF 132KV ASKA – CHATRAPUR DC LINE UNDER
EHT O & M DIVISION, BERHAMPUR FOR PROTECTING THE LOCATION
FROM SUBMERGING IN THE WATER OF FISHERY FIRM.

Cost of tender paper Rs. 3000/- + 5 % VAT=Rs.3150/-
(Rupees three thousand one hundred fifty) only.

ESTIMATED COST = Rs. 9,38,184/-
(Rupees nine lakh thirty eight thousand one hundred eighty four)only



ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE GENERAL MANAGER (ELE.)
EHT O & M CIRCLE, BERHAMPUR – 760 010

TENDER CALL NOTICE No. 02/2013-14

For and on behalf of OPTCL sealed Tenders in duplicate duly superscribed as “Tender Specification No. **02/2013-14** are invited from the experienced Contractors having valid Licence, Income Tax, PAN and VAT clearance, experience in similar type of works for CONSTRUCTION OF RETAINING WALL AND EARTH EMBANKMENT AROUND THE LOCATION NO. 94 OF 132KV ASKA – CHATRAPUR DC LINE UNDER EHT O & M DIVISION, BERHAMPUR FOR PROTECTING THE LOCATION FROM SUBMERGING IN THE WATER OF FISHERY FIRM.

Date of Sale of Tender Paper from Dt.13.5.2013 to Dt. 28.5.2013 (during office hours)

Last Date of receipt of tender paper Dt. 29.5.2013 upto 2.00 PM and tender will be opened on **Dt. 29.5.2013 at 3.00 P.M**

ESTIMATED COST = Rs. 9,38,184/-

The Tender specification can be obtained on payment of Rs. 3000/- + 5 % VAT=Rs.3150/- in shape of Cash / Bank Draft drawn in favour of G.M., EHT O & M Circle, Berhampur payable at Berhampur and an additional amount of Rs. 100/- (Rupees one hundred) only may be paid for postal delivery. The undersigned shall not be held responsible for any postal delay. The tender must be accompanied with requisite EMD in shape of D.D / Cash in favour of General Manager, EHT O & M Circle, Berhampur payable at Berhampur. Incomplete tender and tender without EMD shall be rejected. The undersigned reserves the

right to accept or reject any or all tenders without assigning any reason thereof.

General Manager

TENDER SPECIFICATION FOR TENDER CALL NOTICE No. 02/2013-14 OF
EHT O & M CIRCLE, BERHAMPUR

INDEX

1.	SECTION – I	Instruction to tenderers
2.	SECTION – II	General condition of contract.
3.	SECTION – III	Technical specification for CONSTRUCTION OF RETAINING WALL AND EARTH EMBANKMENT AROUND THE LOCATION NO. 94 OF 132KV ASKA – CHATRAPUR DC LINE UNDER EHT O & M DIVISION, BERHAMPUR FOR PROTECTING THE LOCATION FROM SUBMERGING IN THE WATER OF FISHERY FIRM.
4.	(a) ANNEXURE – I	Details of work to be executed / scope of work
	(b) ANNEXURE – II	Schedule of Price
5.	COST OF TENDER PAPER	Rs. 3000/- + 5 % VAT=Rs.3150/-(Rupees three thousand one hundred fifty) only by cash, pay order / Bank Draft in favour of General Manager, EHT O &M Circle, Berhampur (Non-refundable)
6.	SALE OF TENDER PAPER	Dt.13.5.2013 to Dt. 28.5.2013 (During office hours) available in the office of the General Manager(Ele.), EHT O &M Circle, Berhampur.
7.	LAST DATE OF RECEIPT OF TENDER PAPER	Dt. 29.5.2013 upto 2.00 PM
8.	DATE & TIME OF OPENING OF TENDER	Dt. 29.5.2013 at 3.00 P.M

SECTION - I
INSTRUCTION TO BIDDERS:

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

• **EXPERIENCE:**

The bidders should possess valid labour contractor licence / work contract licence persons having experience in this type of job may be given preference subject to fulfillment of other criteria.

• **TENDERS:**

- Bidders must submit their bids in duplicate with original signature.
- Tender must be submitted in sealed envelopes superscribed as

tender against “Tender call Notice No. 02/2013-14 for “CONSTRUCTION OF RETAINING WALL AND EARTH EMBANKMENT AROUND THE LOCATION NO. 94 OF 132KV ASKA – CHATRAPUR DC LINE UNDER EHT O & M DIVISION, BERHAMPUR FOR PROTECTING THE LOCATION FROM SUBMERGING IN THE WATER OF FISHERY FIRM.” due on Dt. 29.5.2013 for opening and addressed to the General Manager, EHT O & M Circle, Berhampur.

- 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 must be mentioned in the application requesting for tender document and on the tender bid. The tender submitted to any responsible officer after due date and time will not be considered. The authority is not responsible for receipt of tender after due date due to postal delay or any other reasons.
- Conditional offers will not be accepted.
- The bidder is to deposit EMD @ 1% of Estimate value in shape of cash / bank draft in favour of General Manager, EHT O & M Circle, Berhampur. The EMD of successful tenderers 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, remained with the OPTCL.
- **FORFEITURE OF EMD:**
 - 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.
 - Any deviation from the terms and conditions of the contract the EMD so deposited shall be forfeited without any notice.
- **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.
- The bidders are advised to inspect the Grid sub-station for assessing their rates to be quoted in the tender prior to submitting their bids.
- **OPENING OF TENDERS:**
 - Copy of up-to-date income tax clearance (ITCC and PAN Card) and valid Licence must be enclosed with the tender bids.

- Bidders themselves or their authorised representatives limited to

one person only (possessing authorisation letter in original) shall be allowed to attend opening event of the tenders. The original documents such as ITCC, PAN and valid Licence, valid labour contract licence may be brought for verification.

General Manager

SECTION – II
GENERAL TERMS AND CONDITIONS

- SCOPE OF WORKS : Detailed scope of work is appended at Annexure-I
- VALIDITY: The tenderers are requested to keep the validity of their offer for a period of 6 (six) months from the date of opening of tender.
- EMD: The tenderers are requested to deposit EMD @ 1% of the Estimate value in shape of cash / Bank draft in favour of General Manager, EHT O & M Circle, Berhampur payable at Berhampur. The EMD will be refunded to the unsuccessful bidders on written request after finalization of tender. The EMD of successful bidders will be refunded after award of contract on submission of security deposit. The EMD submitted by the tenderers along with their bids shall not carry any interest from OPTCL. The tender without EMD will be liable for rejection.
- PRICE: The bidders are advised to quote their rate as per the price schedule attached at Annexure – II and shall remain firm inclusive of all duties, labour charges etc., within the validity of tenders.
- SECURITY-CUM-PERFORMANCE DEPOSIT: The tenderers whose offer qualifies will be awarded work order for execution of the works and the contractor shall have to deposit security-cum-performance amount equal to 10% (ten per cent) of contract value in shape of cash / bank draft drawn in favour of respective Paying Officer of OPTCL. The security deposit shall be released after two months of completion of the guarantee period as stated under clause-9 on receipt of application for this purpose. No interest shall be paid to the contractor towards the security deposit so deposited by the contractor. The security-cum-performance deposit shall be deposited with the respective paying officer of OPTCL within two weeks of issue of work order or prior to execution of the work. In the event of any breach or default in all or any conditions of the work order or any defect found during the guarantee period and not repaired by the Contractor free of cost, OPTCL may forfeit the whole amount of security deposit.
- COMPLETION OF WORKS: The works awarded should be completed in all respect within 120 days from the date of placement of work order. Upon receipt of intimation about completion of re-metaling work and after inspection by OPTCL Engineer-in-charge shall issue a completion certificate in which he shall certify the date on which the work have been completed. The certificate shall be issued within 30 days of the intimation from the contractor. The issuance of taking over certificate shall in no way

relieve the contractor of his responsibility for the satisfactory completion of re-metaling work in terms of the work order.

- PENALTY: Penalty should be imposed @ ½ % (half per cent) of contract price for each calendar week of delay or part thereof subject to maximum of 5% (five per cent) of contract amount charges towards penalty shall be counted after schedule date of completion / issue of clear instruction to the contractor for commencement of work by the General Manager, EHT O & M Circle, Berhampur.
- TERMS OF PAYMENT: 100% (Hundred per cent) 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 and against deposit of 10% security-cum-performance guarantee amount as per clause No.5 of this tender specification.
- GUARANTEE PERIOD: The work done including materials by the contractor shall be guaranteed for a period of 12 months from the date of completion of work against any bad materials used and bad workmanship done for the work. The above guarantee certificate shall be furnished in triplicate to this office for approval. Any defects noticed during the period shall be rectified by the Contractor on free of cost to OPTCL upon written notice provided such defects are due to bad materials used and bad workmanship.
- SUPERVISING OFFICER: The concerned Manager-in-charge of the Grid Substation is the Supervising Officer for the work awarded under his jurisdiction.
- PAYING OFFICER: The AGM, EHT (O&M) Division, Bhanjanagar is the paying officer for this contract.
- INSURANCE- The contractor shall arrange insurance coverage for the OPTCL materials / his own materials at his cost.
- CONTRACTOR'S RESPONSIBILITY: Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the metal spreading work of the substation by OPTCL, the ultimate responsibility for satisfactory performance of the work shall rest with the contractor.
- NON-ASSIGNMENT: The contractor shall not assign or transfer the work order issued as per this contract or any part thereof without the prior approval of OPTCL.
- AGREEMENT: The successful contractor shall have to enter into an agreement with the concerned Engineer-in-charge in the approved contract agreement form within 15 days of receipt of work order. Contractor shall have to

furnish IT, PAN, VAT for each financial year along with the concerned account number as required under Income tax act and Sales tax act.

- **JURISDICTION OF COURT:** Suits if any, arising against the work order to be issued to the contractor shall be filed by either party in any court of law to which the jurisdiction of Odisha High Court extends.
- **OUTRIGHT REJECTION OF TENDERS:** The offers submitted by the contractor shall be outrightly rejected if they do not comply the following requirements.
 - Tenderers should have purchased the relevant specification from the office of the General Manager, EHT O & M Circle, Berhampur and original money receipt should be enclosed along with tender documents.
 - The tender shall be submitted in person or by Registered Post with A.D which should be received before opening of tender.
 - Tender shall not be submitted telegraphically or by fax.
 - Tender shall be accompanied with the prescribed EMD.
 - Tenders shall be kept valid for a minimum of 180 days from the date of opening of the tender.
 - Tender shall be accompanied with clear valid xerox copy of HT / EHT contract licence, I.T. PAN, VAT Clearance which must be valid on the date of opening of tender.
 - The tenderer should put their signature in each page of the tender specification.
- 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.
- **SUBMISSION OF PAN NO. VAT CLEARANCE CERTIFICATE:** Clear attested Xerox copies of PAN No. issued by the competent Authority (valid during the execution of the work) & VAT clearance certificate valid on the date of opening of tender should be submitted along with tenders, failing which the tender will be rejected. The contractor may be requested to produce original PAN Card & VAT clearance certificate for verification at the time of opening of the tender. 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.

- **MANNER OF EXECUTION: CONSTRUCTION OF RETAINING WALL AND EARTH EMBANKMENT AROUND THE LOCATION NO. 94 OF 132KV ASKA – CHATRAPUR DC LINE UNDER EHT O & M DIVISION, BERHAMPUR FOR PROTECTING THE LOCATION FROM SUBMERGING IN THE WATER OF FISHERY FIRM** shall be carried out in an approved manner as outlined in the technical specification or where not outlined in accordance with the relevant Indian Standard Specification to the reasonable satisfaction of the Engineer.
- **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 as facts justified.
- **VARIATION. ADDITIONS AND OMISSIONS :** The OPTCL shall have the right to alter, amend, omit or otherwise vary the quantum 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.
- **INSPECTION DURING EXECUTION:** The Engineer-in-charge or his authorized representative(s) shall be entitled at all reasonable times to inspect and supervise the work. Such inspection will not release the Contractor from their obligations under this contract.
- **SUBMISSION OF PROOF REGARDING PAST EXEPERIENCE;** The bidders are required to submit the list of his past experience if any regarding similar work done along with the supporting documents.
- **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.
- **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 and / 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 plus 15% from the contractor and / or

- Terminate the contract for balance work / supplies with enforcement of penalty as per contract.
- Accept the defective materials and / or works at reduced price considered equitable under the circumstances.
- PAYMENT DUE FROM THE CONTRACT: All costs and damages for which the Contractor is liable to the purchaser will be deducted by the purchaser from any money due to the Contractor under the contract.
- ARBITRATION: If at any time any question, dispute or difference what-so-ever arises between the OPTCL and the Contractor, upon or in relation to or in connection with the contract, either party may forthwith give to the other a notice in writing of the existence of such question disputes or difference and the same shall be referred to the adjudication of three arbitrators, one to be nominated by OPTCL, the other by the Contractor and the third by the President of the Institution of Engineers, India. If either of the parties fail to appoint its arbitrator, within sixty (60) days after receipt of notice for the appointment of its arbitrator then the President of the institution of Engineers, India shall have the power at the request of either of the parties to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1940 or any statutory modification thereof and shall be held at such place and time in India as the Arbitrators may determine. The decision of the majority of Arbitrators shall be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the Arbitrators.

- SECURITY: 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.

General Manager

SCOPE OF WORK

Sl. No.	Description of work	Unit	Quantity
1.	Supply of borrowed earth / morrum for back filling for foundation work (beyond 30 mtrs lead).	Cu.M	639.3
2.	De-watering with supply of all labour, T &P, fuel, lubricants and electricity	HP/hour	40
3.	Dry stone pitching along the proposed embankment	Cu.M	93.72
4.	Excavation of foundation and back filling of foundation including supply of all labour, T &P and materials as per the direction of Engineer – in – Charge in dense / compact soil.	Cu.M	138.37
5.	Supply and spreading of loose fine, clear, good quality river sand with supply of all labour and T &P etc.	Cu.M	14.48
6.	Supply of all materials, good quality planks, ballas,shuttering plates for centring, shuttering, supply of good quality 20mm HG chips, all fine aggregates, coarse aggregates, concreting and curing for foundation with 150 grade 1:3:6 with cost of cement including cost of taxes, royalties, lead and lift	Cu.M	19.31
7.	Random Ruble masonry (with cement mortar of 1:5 ratio) with supply of boulder, cement, river sand, T &P and labour.	Cu.M	150.62
8.	Cement Plastering with mortar of 1:6 ratio with supply of all fine aggregate, good quality river sand, labour and T &P with supply of cement.	Sq.M	96.52
9.	Cement pointing with supply of all materials and labour including cost of cement	Sq.M	312.4
10	Supply of all materials, good quality planks, ballas,shuttering plates for centring, shuttering, supply of good quality 20mm HG chips, all fine aggregates, coarse aggregates, concreting and curing for foundation with 150 grade 1:2:4 with cost of cement including cost of taxes, royalties, lead and lift	Cu.M	1.52

11.	Cost of hume pipe of size 0.6m dia	No	1
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Dated

General Manager

Annexure-II

SCHEDULE OF PRICE

Sl. No.	Description of work	Unit	Quantity	Rate in Rs.	Amount in Rs.
1.	Supply of borrowed earth / morrum for back filling for foundation work (beyond 30 mtrs lead).	Cu.M	639.3		
2.	De-watering with supply of all labour, T &P, fuel, lubricants and electricity	HP/hour	40		
3.	Dry stone pitching along the proposed embankment	Cu.M	93.72		
4.	Excavation of foundation and back filling of foundation including supply of all labour, T &P and materials as per the direction of Engineer – in – Charge in dense / compact soil.	Cu.M	138.37		
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11.	Cost of hume pipe of size 0.6m dia	No	1		

Dated

Signature of Contractor

with Seal

DETAILED DATA SHEET TO BE FURNISHED BY THE TENDERERS

- Name of the Contract with detailed postal address:
- Earnest money deposited vide Bank Draft No. _____ Date _____ / By Cash amount in Rs. _____ (Rupees _____) only vide money receipt No. _____ Dated _____.
- Attested copy of PAN No. / VAT Clearance Certificate :
Furnished / Not furnished
- Attested copy of the valid Licence :
Furnished /
Not furnished
- Agreed to furnish Contract security deposit :
Yes /
No
- Agreed to accept payment terms as per the contract :
Yes /
No
- Agreed to adhere completion of work as per the tender :
Yes /
No
- Agreed to accept penalty clause as per the tender :
Yes /
No
- Attach past experience certificate for the similar jobs in OSEB / GRIDCO or any other agencies :
Yes /
No

- Agreed to keep validity of the offer one year from the date of tender opening without any validation in tender clause. : Yes / No
- Agreed to obtain labour contract licence on event of work order from the competent authority : Yes / No
- Date of submission of tender. : Dt.

Dated
Place

Signature of the Tenderers
with seal.