



**ORISSA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE SR. GENERAL MANAGER,
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR - 751022**

**TENDER SPECIFICATION
NO. SR.G.M.-CPC-TRANSPORT- 2/ 2010-11**

FOR

**Empanelment of qualified Transport Contractors for Rate Contract
for Transportation of Transformers ranging from 12.5MVA to
160MVA**

Date of opening of Tender - 02.06.2010, 3-30 P.M.

Price - Rs6,000/- + Rs240/- (VAT)



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

TENDER NOTICE NO. 02/2010-11

For and on behalf of ORISSA POWER TRANSMISSION CORPORATION LTD., Sr. G.M. [C.P.C.] invites Tenders from reputed transport contractors for transportation of Transformers ranging from 12.5 MVA to 160 MVA in OPTCL System.. Tender Papers shall be sold from 03.05.2010 to 02.06.2010. Interested transporters having adequate experience in dragging / loading, transporting and unloading of Power transformers may visit OPTCL's official web site <http://www.OPTCL.Co.in> for detail specification.

SR. GENERAL MANAGER [C.P.C.]



NOTICE INVITING TENDER

ORISSA POWER TRANSMISSION CORPORATION LIMITED

BHUBANESWAR-751 022

TENDER NOTICE NO-02/2010-11

For and on behalf of the ORISSA POWER TRANSMISSION CORPORATION LIMITED, the undersigned invites bids under single part bidding system in double sealed cover duly super scribed with tender specification number and date of opening from Transport Contractor having valid License and adequate experience in transporting heavy electrical equipment & machineries.

Sl. No.	Tender Specification No.	Description of materials	Quantity	Earnest money deposit [in Rs.]	Last date of receipt & opening of tender
1.	2.	3.	4.	5.	6.
1.	SGM-CPC-Transport-02/2010-11	Empanelment of qualified Transport Contractor for Rate contract for Transportation of Transformers Ranging from 12.5MVA 160MVA.	Lots as per OPTCLs requirement	20,000.00	02.06.2010

The tender specification documents can be had from the office of the undersigned on payment of non-refundable cost of tender specification in the shape of cash from 10.00 AM to 1.00 PM during dated 03.05.2010 to 02.06.2010 (Both days inclusive) on any working day in person or by remitting demand draft payable to Drawing & Disbursing Officer, Orissa Power Transmission Corporation Limited, Registered Office, Janpath, Bhubaneswar-751022. No other mode of payment is acceptable. No tender documents will be sold in any other day except as indicated.

The specification can also be down loaded from OPTCL'S official web site (www.optcl.co.in) and the same may be submitted along with the cost of tender document by way of demand draft/pay order payable to D.D.O., OPTCL Ltd. , Janpath, Bhubaneswar at the time of submission of tender document. In case, any deviation is found in the tender documents submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents, the tender shall be liable for rejection at any stage of the contract. The tenderer has to indemnify OPTCL for any loss accruing due to such alteration in the terms and conditions of the tender document & or for such alternation, resulting, in the cancellation of the contract.

The intending bidders, who want to get a copy of the tender specification by post, are required to deposit an additional amount of Rs.100/- [Rupees one hundred) only over and above cost of the tender specification to cover the postal charges. Complete bids will be received up to 1.00 PM only and the same will be opened at 3.30 PM on the date mentioned as above. In the event of any specified date for the sale, submission or opening of bids being declared a holiday for purchaser, the bids will be sold/received/opened up to the appointed times on the next working day. Only one representative of each bidder will be allowed to participate in the bid opening. OPTCL also reserves the right to accept or reject any or all tenders without assigning any reasons thereof, if the situation so warrants, OPTCL shall not be responsible for any postal delay at any stage.

SENIOR GENERAL MANAGER (CPC)

SECTION-1

INSTRUCTION TO BIDDERS

SECTION-1

INSTRUCTION TO BIDDERS:-

1. Sealed Tender in triplicate on single part basis (Complete with all details in the manner specified) and declaration form duly signed by tenderers are to be submitted in the office of the Senior General Manager (CPC), Orissa Power Transmission Corporation Limited, Bhubaneswar in double sealed cover and super scribed the relevant tender specification number and due date of opening as indicated in the "Notice Inviting Tenders".
2. The Specification is divided in to four sections:-

(I)	Section-I	Instruction to Bidders.
(II)	Section-II	General Conditions of Contract.
(III)	Section-III	Technical Specifications.
(IV)	Section-IV	Schedules forms and Annexure etc.
3. The purchaser reserves the right to alter the quantities at the time of placing orders. Orders may also be split up among more than one Bidder for any particular item of work.
4. Tenders will be opened in the office of the Sr. General Manager (CPC) OPTCL in the presence of such of the Tenders or their representatives (limited to one person only with a valid authorization from their employer).
5. The tenderers may deviate from the specification while quoting if in his opinion such deviation is in line with the standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation in separate sheet(s) under "Deviations" title.
6. Those who have purchased the copy of relevant specification No. SGM-CPC-Transport-2/2010-11 can submit their tender. Tenders downloaded from the OPTCL website can be submitted along with the cost of Tender paper.
7. The OPTCL reserves the right to reject the lowest or any other tenders or all tenders without assigning any reason what so ever if it is considered necessary in the overall interest of OPTCL.
8. The tender shall be submitted in triplicate and should be enclosed in double sealed cover addressed to the Sr. General Manager (CPC) OPTCL., Janpath, Bhubaneswar-751022. Both inner and outer cover should be sealed and supper scribed with tender specification number and date of opening.

9. Tenders shall be submitted in person or by Registered Post with AD. Any other means of delivery shall not be accepted. When delivered in person, the tenders shall be received by a responsible officer of the office of the Senior General Manager (C.P.C.), OPTCL who shall officially acknowledge the receipt of the same. Tenders received after due date and time shall be returned without being opened. Telephonic or FAX Tenders shall not be accepted under any circumstance.

10. **EARNEST MONEY DEPOSIT:-**

The tender should be accompanied by Earnest Money deposit of Rs. 20,000.00 (Rupees twenty thousand) only.

The earnest money deposit shall be offered in one of the following forms.

(a) **Cash:-** Payable to Drawing & Disbursing Officer, OPTCL (Hd.qrs. Office), Bhubaneswar - 751022

(b) **Bank Draft:** -To be drawn in favour of Drawing & Disbursing Officer, OPTCL (H.Qrs.Office), Bhubaneswar-751 022.

Deposit of EMD shall be subject to the conditions mentioned below.

- (i) No interest shall be paid on Earnest Money Deposit.
- (ii) No adjustment towards earnest money deposit shall be permitted against any outstanding amount with OPTCL.
- (iii) In the case of unsuccessful tenderer, the earnest money will be refunded after finalisation of tender. In case of successful bidder earnest money will be refunded only after furnishing the B.G. for Security Deposit.
- (iv) Earnest money/ Security Deposit will be forfeited if the tenderer fails to accept the letter of intent and or purchase orders issued in his favour.
- (v) Tenders not accompanied by earnest money shall be rejected outrightly.

VALIDITY:

11. The tender should be kept valid for a period of 180 days from the date of opening of the tenders as notified in the tender notice and subsequent amendment thereof failing which the tenders will be rejected.

12. Tenderers are expected to be fully conversant with the meaning of all the clauses of the specifications before submitting their tenders. In case of doubt regarding the meaning of any clauses, the tenderer may ask for clarification in writing from the Sr. General Manager (CPC) OPTCL., Bhubaneswar that must reach at least 15 days before the scheduled date of opening of tender. This however, does not entitle the tenderer to ask for time beyond due date fixed for receipt of tender.

13. The tenderer should comply the following requirements along with the offer.

- (i) Transporter license from OMVD for transportation.
 - (ii) Adequate experience in transportation of heavy electrical equipments in reputed organization (Copy of Work Orders to be submitted).
14. The successful tenderers are to obtain Road permit for transportation from OMVD or R.T.O. at the time of transportation of material.
15. Tenderers are required to submit tenders in the following manner. All documents / information enclosed in section-IV and as described below shall be placed in a double sealed cover as mentioned.
- | | | |
|--------|---|-----------------|
| (I) | General information. | Annexure - I |
| (II) | Declaration form | Annexure - II |
| (III) | Abstract of terms and conditions. | Annexure - III |
| (IV) | Personnel capability | Annexure - IV |
| (V) | Equipment capability | Annexure - V |
| | (a) Transportation (List of vehicles, Cranes etc. to be furnished) | |
| | (b) Loading and unloading | |
| (VI) | Financial capability | Annexure - VI |
| (VII) | Experience Record | Annexure - VII |
| (VIII) | Departure from specification
(Technical); Departure from the
condition of contract (commercial) | Annexure - VIII |
| (IX) | Litigation history | Annexure - IX |
| (X) | Schedule of prices | Annexure - X |
| (XI) | Proforma for Security Deposit B.G. | Annexure - XI |
16. **PRICE BID:**
Bidders must quote their FIRM price that shall remain valid for a period of two years from the date of award of contract, in Annexure-X, in line with the specification and conditions. Any deviation from the above shall be considered as an alternative bid. Bids will be evaluated based on the main offer only.
17. (i) Overwriting shall be avoided.
- (ii) Overwriting erasures and other changes shall bear the dated initial of the person signing the tender.
- (iii) In the event of discrepancy or arithmetical error in the schedule of price the unit price shall prevail and the purchaser shall accordingly correct the total price. The above arithmetical correction shall be accepted but the decision of the purchaser shall be final and binding on the tender.

- (iv) For evaluation the price mentioned in word shall be taken if there is any difference in figures and words in the price bid.
- (v) The quoted price should be kept valid for 2 years [two years] from the date of opening of the tender. Bidders are requested to quote FIRM price only.

SECTION-II

GENERAL CONDITIONS OF CONTRACT.

SECTION-II GENERAL CONDITIONS OF CONTRACT.

1. DEFINITION OF TERMS:

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

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

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

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

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

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

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

“Month” shall mean calendar month.

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

2. CONTRACT DOCUMENTS:-

The term “contract” shall mean and include the General Conditions, Specification, schedules work orders issued against the contract, schedule of price or the final general conditions, any special conditions applying into the particular contract specification and agreement to be entered in to. Terms and conditions not here in defined shall have the same meaning as are assigned to them in the Indian Contract Act failing that in the Orissa General Clauses Act.

3 **MANNER OF EXECUTION:**

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

- 3.1. The contractor shall within 15 days after the date of acceptance of LOI/Work Order submit to the Engineer, a detail program for the execution of work for his consent. The contractor shall whenever required by the engineer also provide in writing for his information, the general description of the arrangements and methods which the contractor proposes to adopt for the execution of the work.
- 3.2. If at any time it appears to the engineer that the actual progress of works does not conform to the program to which consent has been given under sub clause 3.1, the contractor shall produce at the request of the engineer revised program showing the modification to such program necessary to ensure completion of the works within the time of completion..

4 **VARIATION ADDITIONS AND OMISSIONS:**

The OPTCL shall have the right to alter, amend, omit, or otherwise vary the quantum of execution of work by notice in writing to the contractor. The contractor shall carry out such variation in accordance with the rates specified in the contract so far as they may apply and where such rates are not available, those will be mutually agreed between the OPTCL and the contractor.

5. **COMPLETION OF WORK:-**

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

6. **CONTRACTORS DEFAULT LIABILITY:-**

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

(b) If, in the judgment of the OPTCL, the contractor fails to comply with any of the provisions of this contract.
- 6.2. In the event OPTCL terminates the contract in whole or in part as provided in above paragraphs, OPTCL reserves the right to engage another contractor or agency upon

such terms and in such a manner as he may deem appropriate and the contractor will be liable to the OPTCL for any additional costs as may be required for the completion of the work.

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

7. **FORCE MAJEURE:-**

The contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE, such as acts of god, acts of public enemy, acts of government, cyclone, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that the contractor shall within 10 days from the beginning of such delay notify the OPTCL in writing of the cause of delay. The OPTCL shall verify the facts and grant such extension as facts justify.

8. **EXTENSION OF TIME:-**

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

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

9. **PAYMENT:-**

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

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

10. **PENALTY:-**

The penalty shall be imposed @ ½% (half)% of contract price for each calendar week of delay or part there of subject to maximum of 5% (five) of contract amount if the works are not executed within the stipulated period.

11. SECURITY DEPOSIT:-

- (i) The successful Rate Contract Contractor shall furnish Security Deposit of Rs1,00,000/-(Rupees one lakh) only within 30days of issue of Rate Contract Order, failing which the R/C shall be cancelled.
- (ii) The Contractor shall furnish the Security Deposit in shape of Bank guarantee from a nationalized/scheduled bank as per the proforma enclosed at ANNEXURE-XI. The Bank Guarantee shall be kept valid upto two months after the expiry of validity of the Rate contract ie upto twentysix months from the date of award of Rate Contract. In the event of extension of validity of Rate Contract by OPTCL, then the validity of the Bank Guarantee shall also be suitably extended.

The Bank Guarantee shall be executed in stamp paper worth Rs50/- or any other amount as per the Orissa Stamp Duty Act and shall be from a Nationalised/Scheduled Bank in the prescribed form of OPTCL. OPTCL shall not pay any interest on the security deposit. In case of non-fulfillment of contractual obligations by the contractor the security deposit shall be forfeited by encashment of the B.G.

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

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

13. INSURANCE:-

In addition to the Indemnity Bond, the Contractor shall arrange Insurance at their cost for OPTCL materials in their custody with any nationalized Insurance Company to cover all risk involved from time of taking delivery of materials at OPTCL stores till handing over of the Transformer against all risk as per standard practice. The Insurance cover shall be such that the material lost or damaged shall be replaced free of cost. Settlement of claim shall be the responsibility of the Contractor.

The Contractor shall replace / repair the materials, without waiting for the settlement of their claims with the underwriters or carriers, which may take a long time .

14. **DETENTION CHARGES:**

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

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

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

16. **JURISDICTION OF THE HIGH COURT OF ORISSA:**

Suits, if any arising out of this contract shall be filed by, either party in a Court of Law to which the jurisdiction of the High Court of Orissa extends.

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

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

18. **NON – ASSIGNMENT:**

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

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

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

20. **SETTLEMENT OF DISPUTES:**

20.1 Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by OPTCL. The decision of OPTCL shall be final and binding to the parties hereto.

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

21. **ARBITRATION:-**

- (i) If at any time any question, dispute or difference whatsoever arises between the OPTCL and the contractor, upon or in relation to or in connection with this 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 for the adjudication of arbitrator one each to be nominated by OPTCL & the contractor and the third by the President of Institution of Engineer, India. If either of the parties fails 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.
- (ii) 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 Arbitrator may determine. The decision of the majority of Arbitrator 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.
- (iii) Performance under the contract shall if reasonably possible continue during the arbitration proceedings and payments due to the contractor by OPTCL shall not be withheld unless they are the subject matter of the arbitration proceedings.

22. **LAWS GOVERNING CONTRACT:-**

The contract shall be constructed according to and subject to the laws of India and jurisdiction of the Courts of Orissa.

23. **LANGUAGE AND MEASURES:-**

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

24. CORRESPONDENCE:

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

25. SECRECY:

The contractor shall treat the details of the specification and other documents as private and confidential and they shall not be reproduced without written authorization from OPTCL.

26. AGREEMENT:

The successful contractor shall have to enter into an agreement with the Senior General Manager, CPC, in the approved contract agreement form within 30 days of the issue of the Rate contract Order.

27. Outright Rejection of Tenders

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

- [i] The Tenderer should have purchased/obtained the Bid specification document from the office of the OPTCL or downloaded the same from website of OPTCL, but shall deposit the tender cost, while submitting the tender.
- [ii] The Tender shall be submitted in person or by Registered Post with A.D.
- [iii] The Tender shall not be submitted telegraphically or by FAX.
- [iv] The Tender shall be accompanied by the prescribed Earnest Money deposit.

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

[vi] The Tender shall be submitted in single part as specified.

[vii] The Tenders shall be accompanied by a list of major works effected prior to the date of opening of tender. Data of at least **2 (two) years** shall be furnished.

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

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

(x) Tender shall be accompanied by legibly written **user's certificate** to prove the satisfactory performance of the offered transportation of equipments/materials for a **minimum period of 2 (two) years** from the date of transportation/use as per the tender specification. User's certificate shall include the detailed address of the user with Equipment/Material, Name and type as per this specification, number of years of satisfactory use/operation & date of issue of this user's certificate with official seal written in English only & clearly visible must be furnished. *At least one of the user's certificates shall be from state or Central Govt. or their Undertakings.*

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

SECTION-III

TECHNICAL SPECIFICATION.

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

1.0. SCOPE:

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

2.0. LOADING / UNLOADING /DRAGGING / TRANSPORTATION:-

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

3.0. TOOLS:

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

4.0. RIGHT OF WAY AND APPROACH ROAD:

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

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

5.0. PROGRAMME AND PROGRESS OF WORKS:-

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

5.1. MODE OF BILLING:-

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

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

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

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

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

SECTION-IV

SCHEDULES & ANNEXURES.

ANNEXURE-II

DECLARATION FORM.

Tender Specification No. _____/

To:
Sir,

1) Having examined the above specification together with tender conditions referred to therein, I/We the undersigned hereby offer to execute the work contract covered therein complete in all respect as per the specification and general conditions, at the rates entered in the attached contract schedule of prices in the tender. Our offer is valid up to 180 days from the date of tender opening and the prices, which are on firm basis, will remain valid for two years from the date of award of contract.

2) I/We hereby undertake to have the works completed within the time specified in the LOI/ Work Orders.

3) I/We certify to have purchased/ downloaded a copy of the specification by remitting cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. _____ Dated. _____

4) In the event of work order being decided in my/ our favour, I/We agree to furnish the Security Deposit in the manner acceptable to ORISSA POWER TRANSMISSION CORPORATION Ltd. and for the sum as applicable to me/us as provided in the General conditions of contract (Section-II) of this specification within 30 days of issue of work order, failing which I/we clearly understand that the said work order will be liable to be withdrawn by OPTCL.

Signed _____ day of _____ 2010 _____

Yours faithfully,

Signature with designation &
Seal of tenderer

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

ANNEXURE-III

ABSTRACT OF TERMS AND CONDITIONS

1.	Earnest Money furnished.	(a)Cash (b) Bank Draft.
2.	Validity.	
3.	Price.	
4.	Rate of other taxes/levies/duties.	
5.	Nature of price.	Firm
6.	Supervision charges per day for Engineer/Supervisor.	
7.	Terms of payment Whether agreeable to OPTCL's terms or not?	Yes/No
8.	Schedule date of completion work Whether agreeable to OPTCL's terms or not?	Yes/No
9.	Penalty Whether agreeable to OPTCL's terms or not?	Yes/No
10	Whether agreed to Technical Specification and Drawings.	Yes/No
11.	Contractor's name and address.	

SIGNATURE OF TENDERER

NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-IV

PERSONNEL CAPABILITIES

Name of the applicant.

Details of persons available with necessary qualifications and experience in transportation of transformers both managerial, supervisory and workmanship with necessary license/ workman permit issued by the R.T.O./Transporting authority.

[A] PERSONNEL IN MANAGERIAL POSITION:-

Sl. No.	Name of person with designation.	Educational/ Technical qualification.	Year of experience	Detail of License if any.
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[B] PERSONNEL IN SUPERVISORY POSITION:-

Sl. No.	Name of person with designation.	Educational/ Technical qualification.	Year of experience	Detail of License if any.
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[C] PERSONNEL IN WORKMEN CATEGORY:-

Sl. No.	Name of person with designation.	Educational/ Technical qualification.	Year of experience	Detail of License if any.
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SIGNATURE OF TENDERER

NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-V

EQUIPMENT CAPABILITIES

Name of the Applicant:-

The bidder shall provide the detailed capability to meet the requirements for each and all items of equipment in their possession, dragging, loading, transportation & unloading of transformers.

Sl. No.	Description of Equipment.	Model/ Power rating.	Capacity.	Year of manufacture.
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SIGNATURE OF TENDERER

NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-VI
FINANCIAL CAPABILITY

[A] ANNUAL TURNOVER:-

Name of the bidder.

[The bidder is requested to complete the information in this Annexure. The information supplied should be the annual turnover duly audited by the Chartered Accountant for preceding three (3) years for work in progress or completed].

Annual Turnover Data:-

YEAR	TURN OVER	INDIAN RUPEES.
1		
2		
3		

[B] The bidder shall also furnish the following information:-

[1] Name of Banker.

[2] Address of Banker.

[3] Telephone Number [Office] / [Residence] / [Mobile]

[4] Contract Name and Title

FAX/TELEX Financial information [in rupees]	Actual Provision three year	Projected: Next two year.
	1 2 3	4 5

1. Total assets.
2. Current assets.
3. Total liabilities.
4. Current liabilities.
5. Profit before taxes.

[C] Proposed sources of financing:-

Source of financing.	Amount Rs.
1	
2	
3	

Attach audited financial statement for the three years.

ANNEXURE-VII
EXPERIENCE RECORD

The Bidder shall furnish details of work orders for similar nature of transportation received during the last three (3) years and already completed/under execution.

Sl. No.	Work order/ Number and date	Name and address of the company	Value of contract	Scheduled date of completion of work.	Slippage with	Remarks.

SIGNATURE OF TENDERER

NAME WITH DESIGNATION & SEAL OF TENDERER

ANNEXURE-VIII

DEPARTURE FROM SPECIFICATION (TECHNICAL)

(A) Tenderer shall enter below particulars of his alternative proposals for deviation from the specification, if any.

Sl. No.	Clause No. of Specification.	Particulars of deviation	Price.
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Date :
Place:

SIGNATURE OF TENDERER
NAME:
DESIGNATION
(SEAL)

(B) DEPARTURE FROM THE CONDITION OF CONTRACT (COMMERCIAL)

The tenderer shall enter below, departure if any, from the conditions of contract as herein.

Date :

SIGNATURE OF TENDERER

Place:

NAME:
DESIGNATION
(SEAL)

ANNEXURE-IX

LITIGATION HISTORY.

Name of Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year.	Award for or against bidder.	Name of client, cause of litigation and matter in dispute.	Disputed amount (current value in Rs.)
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Date :

SIGNATURE OF TENDERER

Place:

NAME:
DESIGNATION
(SEAL)

ANNEXURE-X

SCHEDULE OF PRICES

Sl. No.	Description.	Unit	Quantity.	Unit Rate	Amount Rs.
1.	2.	3.	4.	5.	6.
1.	Dragging the transformer from the plinth near the trailer bed/truck as per technical specification. (a) 12.5MVA (35MT) (b) 20MVA (55MT) (c) 31.5MVA (60MT) (d) 40MVA (85MT) (e) 100MVA (120MT) (f) 160MVA (180MT)	M.T/mtr			
2.	Loading of transformer and all Accessories on the trailer or truck. (a) 12.5MVA (35MT) (b) 20MVA (55MT) (c) 31.5MVA (60MT) (d) 40MVA (85MT) (e) 100MVA (120MT) (f) 160MVA (180MT)	M.T.			
3.	Transporting the same to the destination (a) 12.5MVA (35MT) (b) 20MVA (55MT) (c) 31.5MVA (60MT) (d) 40MVA (85MT) (e) 100MVA (120MT) (f) 160MVA (180MT)	MT/KM			

4.	Unloading the same as per the technical Specification and instruction of the engineer in charge. (a) 12.5MVA (35MT) (b) 20MVA (5MT) (c) 31.5MVA (60MT) (d) 40MVA (85MT) (e) 100MVA (120MT) (f) 160MVA (180MT)	MT			

- N.B:- (1) The minimum billable distance is 50 kms. That is if the distance for transportation of transformer is less than 50 kms , amount for 50 kms is to be billed.
- (2) Where the distance is more than 50 kms, then entire billable distance shall be reckoned on a flat basis.
- (3) The weight of the transformers indicated are approximate as the weight varies for different makes. However the weight of the transformers as mentioned on the name plate shall be taken for the calculation purpose.

Date :

SIGNATURE OF TENDERER

Place:

NAME:
DESIGNATION
(SEAL)

ANNEXURE – XI

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of the Chairman cum Managing Director, ORISSA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar (hereinafter called "OPTCL") having against to exempt _____ (hereinafter called "the said contract/contractor(s) from the payment under the terms and conditions of an agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said agreement") of security deposit for the due fulfillment by the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____) we, the _____ Bank limited (hereinafter referred to as "the Bank" do hereby undertake to pay to the OPTCL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms of conditions contained in the said agreement.

2. We the _____ Bank Limited to hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by 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

NOTE FOR TENDERERS: [Not to be typed in the Bank Guarantee]

To be furnished in non-judicial stamp paper of Rs .50/-
applicable as per Orissa Stamp Duty Act from any
Nationalized/Scheduled Bank.

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. _____.

3. We, _____ the Bank further undertake to pay to OPTCL any money so demanded notwithstanding any dispute of 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.

4. We the _____ Bank limited 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 be enforceable till all the dues of OPTCL under or by virtue of the said Agreement, have been fully paid and its claims satisfied or discharged or till Chairman-cum-MD, Orissa Power Transmission Corporation Limited 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 that guarantee. Unless a demand or claim under this

guarantee is made on us in writing on or before _____/(date) we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank limited further agree with OPTCL that 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) from time to time or to postpone for any time or from time to time any of the power exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgency by OPTCL to the said contractor(s) or of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of relieving us.

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

7. We, the _____ Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We , the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the state of Orissa.

Dated, the _____ day of _____

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1.

2.

For _____ Bank Limited
[indicate the name of the Bank]