

ODISHA POWER TRANSMISSION CORPORATION LTD.
EHT (O&M) CIRCLE,JAJPUR ROAD
ODISHA

e-TENDER NOTICE NO: JRD-0 1 / 2014-15

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD General Manager, EHT (O&M) Circle,Jajpur Road, invites Tenders from reputed manufacturers/suppliers in two part bidding system for supply of **Hard Ware Fittings & Clamps Connectors..** 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 10.05.2014 (10.00 Hrs) up to 02.06.2014(12.30 Hrs). Interested manufacturers/Suppliers 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**.

GENERAL MANAGER

NOTICE INVITING TENDER

ODISHA POWER TRANSMISSION CORPORATION LTD.

EHT (O&M) CIRCLE, JAJPUR ROAD

ODISHA

e-TENDER NOTICE NO- JRD-01/2014-15.

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

<i>Sl. No</i>	<i>Tender Specification No</i>	<i>Description of materials.</i>	<i>Qty. In Nos.</i>	INDIAN RUPEES		
				<i>Earnest Money Deposit</i>	<i>Cost of Tender Spec. Document</i>	<i>Tender Processing Fee</i>
1.	GM/EH TM/JRD /01/14- 15	Single Tension hardware fittings complete set suitable for		21436/-	Rs.6000/ + Rs300/- (VAT)	Rs.2409/-
		ACSR Zebra Conductor	140			
2		Single suspension hardware fittings complete set suitable for				
		ACSR Zebra Conductor	97			
3		12 Bolted T clamp suitable for conductor				
a		Zebra run & panther drop	57			
b		Panther run and panther drop	142			
c		Zebra run and Zebra drop	20			
4		4 bolted PG clamp conductor				
a		Suitable for Zebra to Zebra conductor.	225			

b		Panther to panther conductor	300			
c		Zebra to panther	40			
5		3bolted PG clamp-				
a		Suitable for Zebra to Zebra	45			
b		Panther to panther	325			
6		2 bolted PG clamp suitable for zebra to zebra	1475			
7		Isolator pad clamp 6 bolted for Zebra to zebra (Pad portion bi-metallic)	45			
8		Isolator pad clamp 4 bolted for Zebra to zebra (Pad portion bi-metallic)	10			
9		12 bolted straight through clamp bi-metallic for ACSR Zebra conductor.	75			
10		12 bolted straight through clamp for zebra (bi-metallic) for 25 mm	45			
11		12 bolted straight through clamp for zebra (bi-metallic) for 30 mm.	55			
12		Isolator pad clamp twin moose conductor	10			
13		Rigid spacer for Moose to <u>Moose(Spacing 250 mm)</u>	20			
14		Rigid spacer for Zebra to Zebra(<u>Spacing 250 mm)</u>	10			
15		132Kv Bkr pad to twin ACSR Zebra	10			
16		132Kv Isolator pad to twin zebra	10			
17		132Kv_CT stud for twin zebra	10			
18		12 bolted T clamp for twin zebra run and zebra drop	10			
19		12 bolted T clamp forMoose run zebra drop	10			
20		6 bolted L pad clamp for ACSR Zebra.	20			
21		8bolted T clamp for Zebra to Zebra	10			
22		Spacer clamp suitable for ACSR twin zebra conductor	70			

23		Spacer T clamp suitable for twin zebra run and twin zebra drop conductor	14			
24		PI clamp for ACSR twin Zebra	22			
25		Pad clamps for ACSR twin Zebra for 132Kv Beam mounted isolator	7			

The bidders can view the tender documents from website free of cost. The bidders who want to submit bid shall have to pay Rs.**6300/-** (Rupees Six thousand three hundred only non refundable including VAT @ 5%) towards the tender cost, in the form of Demand draft/Cash only, drawn in favour of EHT (O&M) Circle Jajpur Road at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall have to submit non refundable amount of **Rs.2398 /-** (Rupees Two thousand three hundred ninety eight only) towards the tender processing fee in the form of Demand draft, drawn in favour of K.S.E.D.C.Ltd, Payable at Bangalore. The said demand draft is to be submitted along with the EMD & tender cost at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft/Pay order/ Bank guarantee towards EMD , Tender Cost and tender processing fee and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

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, PART-I (G.T.C.C) OF THE TENDER SPECIFICATION.

**GENERAL MANAGER
EHT (O&M) CIRCLE, JAJPUR ROAD**

**ODISHA POWER TRANSMISSION
CORPORATION LIMITED**

OFFICE OF THE GENERAL MANAGER

EHT (O&M) CIRCLE, JAJPUR ROAD

TEL NO. 06726-220965 FAX NO. 06726-2220965

TENDER SPECIFICATION NO.- GM/EHTM/JRD/01/14-15

FOR

**PROCUREMENT OF HARD WARE FITTINGS AND CLAMPS AND
CONNECTORS FOR DIFFERENT WORKS UNDER EHT (O&M)
CIRCLE, JAJPUR ROAD**

OPTCL.

PART-I

SECTION-I-	INSTRUCTION TO TENDERERS.
SECTION-II-	GENERAL CONDITIONS OF CONTRACT
SECTION-III-	LIST OF ANNEXURE
SECTION-IV-	TECHNICAL SPECIFICATION.
SECTION – V-	TECHNO COMMERCIAL BID

PART-II

1.	PRICE BID
2.	PRICE SCHEDULE

**Request for online tender documents – From dt-10.05.2014 (10.00 Hrs)
To dt-02.06.2014(12.30 Hrs)**

Last date of submission of online tender – up to dt-02.06.2014(17.00)

Date of opening of Tender – 03.06.2014 (15.30 hrs)

COMMERCIAL SPECIFICATION.

PART-I

SECTION-I

INSTRUCTIONS TO TENDERER

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 ODISHA Sales Tax, Act, VAT Act / Central sales Tax Act.

1.For all the users it is mandatory to procure the Digital Signatures.

2.Contractors / Vendors / Bidders / Suppliers 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 **KSEDCL** 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.

The specification is mainly divided into two parts viz. Part-I & Part-II.

Part-I Consists of

SECTION-I-	INSTRUCTION TO TENDERERS.
SECTION-II-	GENERAL CONDITIONS OF CONTRACT
SECTION-III-	LIST OF ANNEXURE
SECTION-IV-	TECHNICAL SPECIFICATION.
SECTION – V-	TECHNO COMMERCIAL BID

Part-II Consists of

[i] Abstract of price components as per Annexure-IV

[ii] Schedule of prices as per Annexure-V

The Tenderers are required to submit the tenders in two parts viz. Part-I (Techno commercial) & Part-II (Price bid).

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

The Purchaser may alter the quantities of materials/equipment 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 tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

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

The earnest money deposit shall be furnished in shape of **Bank Draft**: -To be drawn in favour of **EHT (O&M) Circle, Jajpur road, payable at Jajpur Road.**

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 the tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of security money.

(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 letter of intent and/or purchase 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 should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

8. PRICE: -

i) Tenderers are requested to quote-‘FIRM’ Price. No deviation from **FIRM PRICE** will be entertained irrespective of deviation..

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

Tenderers 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 tenderer may seek clarification in writing from the GM EHT (O&M) Circle, Jajpur Road, This, however, does not entitle the Tenderer 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:

Part-I of the Tender shall Contain the following documents.

[i] Declaration Form. [As per Annexure-I]

[ii] Earnest Money. [As per **Annexure-VIII**]

[iii] Photostat copies of type test certificates of materials/equipments offered as stipulated in the Technical Specification.

[iv] Abstract of Terms & conditions in prescribed proforma as per **Annexure-II.**

[v] General Terms & Conditions of supply offer as per Section-II of the Specification.

[vi] Data on past experience **as per** the Specification.

[vii] Sales tax clearance certificate for the previous year. The permanent account number [PAN] of the firm is required under Income tax Act.

11. Documents/Papers to accompany Part-II Bid.

(a) Part – II of the tender shall consist of the following

(i) Abstract of Price Component, as per Annexure-IV

(ii) Schedule of prices in the prescribed proforma as per Annexure-V

12. Conditional Offer:

Conditional offer shall not be accepted.

13. Submission of Samples:

1. Bids must be accompanied with the samples of each items as mentioned in the schedule of quantity. The specimen samples shall be inspected by a sample scrutiny committee formed by this office consisting of designated officer of OPTCL before finalization of tender.

14. General: -

- (i) 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.
- (ii) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iii) Notice inviting tender shall form part of this specification.
- (iv) . The EMD, if any, shall be returned to the unsuccessful bidders.
- (vi) It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price, as mentioned herein above. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.
- (vii) 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 date and time of opening of technical bid

PART-I
SECTION-II

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

1.Scope of the contract:

The scope of the contract shall be to design, manufacture, supply of materials/equipments as per the specification at the consignee's site, and rendering services in accordance with the enclosed technical specification and bill of quantity.

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, Jajpur Road 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 supplier" 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 "Equipment" shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.

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 and drawings, attached thereto as well as all samples and pattern, if any.

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 of equipment and material at the consignee's store/site. The cost is inclusive of Excise duty, Sales tax and other local taxes, packing, forwarding and insurance and freight charges.

2.12 The term "Contract document" shall mean and include GTCC,

specifications, schedules, drawings, 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:**

All materials supplied under the contract shall be manufactured in the manner, set out in the specification or where not set out, to the reasonable satisfaction of

the Purchaser's representative.

4. **Sample Scrutiny Committee:** The samples of different materials so submitted along with the bids shall be scrutinized by a committee comprising of the officers of OPTCL before finalization of tender.

5. **Rejection of Materials.**

In the event any of the equipments/material supplied by the manufacturer is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment/material or ask the supplier in writing to rectify or replace the defective equipment/material free of cost to the purchaser. The Supplier on receipt of such notification shall either rectify or replace the defective equipment/material free of cost to the purchaser within 15 days from the date of issue of such notification by the purchaser. If the supplier fails to do so, the Purchaser may:-

- [a] At its option replace or rectify such defective equipments/materials and recover the extra costs so involved from the supplier plus fifteen percent and/or.
- [b] Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of Performance Guarantee/ Composite Bank guarantee.
- [c] Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

6. **Language and measures:**

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

7. **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 purchaser. 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 materials/ equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery of the materials. It may be clearly understood by the

Tenderer that the purchaser need not assign any reason for any of the above action [s].

8. **Delivery:-**

- [a] Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Purchase order, as may be specified in Purchase order.
- [b] The desired delivery period shall be as indicated at Appendix-II (Quantity & Delivery Schedule) of Section-IV (Technical Specification).

9. **Despatch instructions.**

- I] The equipments/ materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only.

II] **Loading & unloading of Ordered Materials.**

It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store.

The Purchaser shall have no responsibility on this account.

10. **Supplier's Default Liability.**

- [i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.
- [a] If in the judgement of the Purchaser, the supplier fails to make delivery of equipment/material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.
- [b] If in the judgement of the Purchaser, the supplier fails to comply with any of the provisions of this contract.
- [ii] In the event, Purchaser terminates the contract in whole or in part as provided in Clause-15 (I) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment/material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in **clause-21** of this section until such reasonable time as may be required for the final supply of equipment.
- [iii] In the event the Purchaser does not terminate the contract as provided in clause 15(I) of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in **Clause-21** of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

11. **Force Majeure:**

The supplier 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 supplier 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 .

12. Extension of time:-

If the delivery of equipment/material is delayed due to reasons beyond the control of the supplier, the supplier 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 delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

13. Guarantee period: -

- [i] The stores covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 18 [eighteen] months from the last date of delivery or 12 [twelve] months from the date of commissioning whichever is earlier. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of **clause 21 (ii)** shall apply.
- [ii] Equipment/material failed or found defective during the guarantee period shall have to be guaranteed after repair/replacement for a further period of 12 months from the date of commissioning or 18 months from the date of receipt at the store/site after such repair/replacement whichever is earlier . The Bank Guarantee is to be extended accordingly. Date of delivery as used in this clause shall mean the date on which the materials are received in OPTCL'S stores/site in full & good condition which are released for Despatch by the purchaser after due inspection.

14. VAT REGISTRATION, VAT CELARANCE CERTIFICATION, PAN CARD & AUTHORIZED DEALERSHIP CERTIFICATE :

Attested legible Xerox copies of Income Tax PAN Card, VAT Registration & clearance Certificate & authorized dealership certificates (if applicable) valid on the date of opening of the tender should be submitted along with tenders without which tender will be rejected at the time of opening. If required, the tenders shall have to produce original documents for verification any time after the opening of 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.

15. TEST CERTIFICATE: Necessary manufacturer certificate/test certificate in respect of the

materials/spares covered under the Purchase Order, shall be submitted before dispatch of

materials for approval. Test certificate in respect of materials should conform to relevant ISS.

The test certificate from ISI approved testing laboratory will also be accepted as and where applicable.

16. **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, TYPE TEST CERTIFICATE:**

Attested legible Xerox copies of necessary Manufacturer's certificate, valid authorized dealer certificate, Manufacturer's Price list and technical literature etc. should be furnished along with the tender. 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.

17. **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.

18. (a) **STANDARDS:** The materials offered shall confirm to relevant ISS.

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

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

[i] For manufacturers situated Inside & out side the state of ODISHA.

A Composite Bank Guarantee as per the Proforma enclosed at **Annexure-VII** of the specification for 10% [ten percent] of the total FORD cost of the purchase order, 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, Jajpur Road within 15 days from the date of issue of the purchase order,. The BG shall be executed on non judicial stamp paper worth of Rs.29.00 [Rupees twenty nine] only or as per the prevalent rules, valid for a period of 20 months from the last date of stipulated delivery period, for scrutiny and acceptance, failing which the supply 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.

20. (A) Terms of Payment.

(i) 100% value of each consignment with 100% Excise duty, Entry Tax, if any, and

sales tax in full as applicable along with freight & Insurance charges will be paid on receipt of materials in good condition at stores/desired site and verification thereof, subject to furnishing and approval of Composite Bank Guarantee at the rate of 10% (Ten percent) of the cost of supplied materials, as stipulated under clause-19 of this specification & on prior approval of guarantee certificate & Test certificate by the Purchaser.

(ii) **Payment of Freight & Insurance charges and Entry Tax.**

Freight & Insurance Charges & Entry Tax, incorporated in the Purchase contract shall be paid after receipt of materials at stores/desired site in good condition and on production of authenticated documentary evidence, otherwise no Freight, Insurance charges & entry taxes shall be payable.

[B] The supplier shall furnish Composite Bank Guarantee of appropriate amount to OPTCL covering 10% of F.O.R. Destination cost of the purchase order well in advance (within 15 days from the date of issue of the purchase order) before despatch of materials.

21. Penalty for Delay in Completion of Contract

I) If the Supplier fails to deliver the materials/equipments within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Supplier, penalty for a sum of half percent (0.5 percent) of the Ex-works price of the un-delivered equipment for each calendar week of delay or part thereof. For this purpose, the date of receipted chalan shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five percent (5%) of the ex-works price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components and accessories as per technical Specification are also delivered. If certain components & accessories are not delivered in time, the equipment will be considered delayed until such time as the missing parts are delivered.

II) If the Supplier fails to rectify /replace the equipment/material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. The purchase order amount shall mean ex-works price + freight & insurance and all taxes & duties. If the defects so intimated within the guarantee period will not be rectified by the

Supplier within the stipulated period as per clause 18 (i), then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

22. Insurance

The Supplier shall undertake insurance of stores covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim

with the Insurance Company or transport agency 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 receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters.

23. Payment Due from the Supplier. All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract (s), executed with OPTCL.

24. Certificate of Exemption from Excise Duty/Sales tax.

Offers with exemption from Excise duty including sales tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificate. Any claim towards Excise duty/ Sales Tax shall be paid on actual basis subject to production of authenticated documentary evidence.

25. Supplier's Responsibility.

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the Tenderers. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s)

26. 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.

27. EVALUATION.

(i) Evaluation of bids will be on the basis of the FOR DESTINATION PRICE (By Road Transport) including Excise Duty, sales Tax & other levies as may be applicable. The FORD PRICE shall consist of the following components

a)Ex-works price.

b)Packing & Forwarding charges.

c)Freight

d)Insurance.

e)Excise Duty.

f)Sales Tax.

g)Other levies.

28. 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.

29. **Correspondences.**

- i) Any notice to the supplier under the terms of the contract shall be served by Registered Post or by hand at the Supplier'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, Jajpur Road
(Odisha)
Telephone No. 06726 - 220965
FAX No. 06726 - 220965
- [ii] **Supplier:** Address
Telephone No.
Fax No.

30. **Outright Rejection of Tenders**

Tenders shall be outrightly 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 shall be submitted on or before the date and time of opening 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 tenderer shall upload the scanned copy of latest type test certificates (for the tests, carried out on the tendered equipments, being offered). Such type tests should have been conducted within last five years from the date of opening of this tender in a Government approved laboratory/CPRI in presence of any Government Organisation's representative(s).
- [vi] 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.
- [vii] 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.
- (viii) The tenderer shall upload the scanned copy legibly written user's certificate to prove the satisfactory operation of the offered equipments/materials for a minimum period of 2 (two) years from the date of commissioning/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.

SECTION – III
[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	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-II
3	Abstract of price component [to accompany Part-II of this specification]	ANNEXURE-III
4	Schedule of prices to accompany Part-II	ANNEXURE-IV
5	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-V
6	Chart showing particulars of E.M.D.	ANNEXURE – VI

ANNEXURE - I
DECLARATION FORM

To

The General Manager (Elect:)
EHT O&M Circle,OPTCL,Jajpur Road

Sub:- Tender Specification No-_____

Sir,

1.Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer to supply the materials/equipments covered therein 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/equipments delivered within the time specified in the Tender.

3.* I / We hereby 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 *cash/money order /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. _____ Dated, _____

5.In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Composite B.G. in the manner, acceptable to ORISSA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to *me/us as per clause-19 of section-II 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 _____ 2013

Tenderer
company

Yours faithfully

Signature of the
with seal of the

[This form should be dully filled in by the tenderer and uploaded at the time of submission of tender.]

* (Strikeout whichever is not applicable).

ANNEXURE-II

ABSTRACT OF GENERAL TERMS AND CONDITIONS OF CONTRACT [COMMERCIAL] TO ACCOMPANY PART-I

1(a))	Cost of Tender Document: OPTCL Money Receipt No. & Date / D.D No & Date.	
1(b))	Earnest money furnished. Bank Guarantee No. & Date / D.D No. & Date.	
1(c))	Tender Processing Fee: D.D No. & Date.	
2	Manufacturer's supply experience including user's certificate furnished or not.[As per clause No.16 of Section-II.]	Yes/N o
3	Delivery :- Whether agreeable to OPTCL's desired delivery period as indicated at Appendix-I (Quantity & Delivery Schedule) of Section-IV (Technical Specification).	Yes/N o
4	Guarantee:- Whether agreeable to OPTCL's terms. [As per clause-8 of Section-II]	Yes/N o
5	Whether agreeable to furnish Composite B.G. in case his tender be successful [As per clause-19 of Section-II]	Yes/N o
6.	Terms of payment:- Whether agreeable to OPTCL's terms or not [As per clause-20 of Section-II]	Yes/N o.
7.	Nature of price:- FIRM	Yes/N o
8.	Penalty:- Whether agreeable to OPTCL's terms or not (As per clause-21 of Section-II)	Yes/N o
9.	Validity: - Whether agreeable to OPTCL's terms or not [As per clause-26 of Section-II]	Yes/N o
10.	Whether recent type test certificates from any Government approved laboratory are furnished or not. [As per clause-16] of section-II]	Yes/N o
11.	Whether materials are ISI/ISO marked.	Yes/N o
12.	Manufacturer's name and it's trademark.	Yes/N o

13.	Whether registered under ODISHA Sales Tax Act. 1947	Yes/No
18.	Whether declaration form duly filled in furnished or not.	Yes/No.

Place: -

Date: -

Signature of the Tenderer
with seal of the company

ANNEXURE-III

ABSTRACT OF PRICE COMPONENT [TO ACCOMPANY PRICEBID]

1	Price basis	F.O.R. Purchaser's destination Stores/sites.
2	Packing & forwarding	
3	Rate of Insurance charges	
4	Rate of Freight charges	
5	Rate of excise duty	
6	Rate of sales Tax	
7	Rate of other taxes/levies /duties etc.	
8	Rate of entry tax.	
9	Nature of price.	
10	Whether MODVAT benefit if any, has been fully passed on to the purchaser.	Yes / No.

Place

Date:

Signature of Tenderer
With seal of company

NB:- Abstract of price component shall be done for equipment/material offered, for testing & commissioning charges, if any. All the above prices will be taken during bid price evaluation.

ANNEXURE-IV.

SCHEDULE OF PRICES:

The Schedule of price is to be filled in by the bidder in the Price bid sheet provided in .xls format.

NB: -

1.The tenderer should fill up the schedule properly and in full. The tender will be rejected, if the schedule of price is submitted in incomplete form. No post tender correspondence will be entertained on break-up of prices. Also, the supplier should agree for delivery at sub-station site.

2.In case, where F&I components are not specifically indicated in this schedule, 5% of the ex-works price shall be taken towards F&I components for the purpose of comparison of price.

3.The Tenderer shall certify in the price bid that MODVAT benefit, if any, has been fully passed on to the purchaser while quoting the tender price.

4.Conditional offers will not be acceptable.

5.The bidder is to clearly indicate the period up to which the tax holidays are available to them.

6.Price bid in any other format will not be acceptable and the offer will be rejected.

7.Test charges (Routine/type) if any, mandatory spares, if any, maintenance equipment charges, if any, as per Technical Specification, supervisory charges, if any, (in case of equipments by taking 30 Man days) shall be indicated separately, row-wise.

8.All the above charges will be taken into account, during bid price evaluation.

ANNEXURE-V

PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

Ref _____ Date _____ Bank Guarantee No: _____

1. In accordance with invitation to Bid No. _____ Dated _____ of ODISHA

POWER TRANSMISSION CORPORATION LTD. [OPTCL][herein after referred to as the

OPTCL for the purchase of _____

Messers _____

Address _____

_____ wish/wished to participate in the said tender and as a Bank Guarantee for the sum of Rs. _____ [Rupees _____]

Valid for a period of 240 days [Two hundred forty days] is required to be submitted by _____ the _____ Tenderer. We _____ the _____

[Indicate the Name of the Bank]

[Hereinafter referred to as 'the Bank'] at the request of M/S _____

[Herein after referred to as supplier (s)] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by the General Manager(Elect) ,EHT O&M Circle, OPTCL, Jajpur Road.

an amount not exceeding Rs. _____ to the OPTCL, without any reservation. The guarantee would remain valid up to 4.00 PM of _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the _____ on whose behalf this guarantee has been issued.

2. We the _____ do hereby, further undertake

[Indicate the name of the bank]

to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OPTCL by reason of any breach by the said supplier [s] of any of the terms or conditions or failure to perform the said Bid . 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. _____

3. We undertake to pay the OPTCL any money so demanded notwithstanding any dispute or disputes so 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 supplier(s) shall have no claim against us for making such payment.

4. We, the _____ further agree that the guarantee

[Indicate the Name of the Bank]

herein contained shall remain in full force and effect during the aforesaid period of 240 days [two hundred forty days] and it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier [s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ further agree with the OPTCL that

[Indicate the name of the Bank]

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 Bid or to extend time of performance by the said Supplier [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the OPTCL against the said supplier [s] and to forbear or enforce any of the terms and conditions relating to the said bid .

Further it is to state that we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Supplier [s] or for any forbearance act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier[s] or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

1. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the supplier [s].

2. We, _____ lastly undertake not to revoke this

[Indicate the name of the Bank]

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 irrevocable at our place of business at Bhubaneswar (indicate the name of the branch) in the state of ODISHA.

Notwithstanding anything contained here in.

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 Bhubaneswar a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____

[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day
of _____ 2012 by us the _____ Bank
at _____
P.O. _____ P.S. _____
District _____ State _____

1. 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 Supplier"] which shall include its successors & assigns for supply of materials.

AND WHERE AS the supplier has agreed to supply materials to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the supplier from making payment of Security [2] to release 100% payment of the cost of materials as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Supplier to the 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 Supplier from making payment of Security [2] releasing 100% payment to the Supplier 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 Supplier [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 Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the supplier'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 supplier [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 Supplier [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 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 Supplier [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 Supplier [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said supplier [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier [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 supplier [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 invokable at our place of business at Bhubaneswar (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 Bhubaneswar a written claim or demand on or before dt.-----.

Dated _____ Day of _____

For _____
[Indicate the name of Bank]

Witness ((Signature, names & address)

1.

2.

ANNEXURE-VI
CHART SHOWING PARTICULARS OF EARNEST MONEY DEPOSIT FURNISHABLE
BY TENDERERS

1.	Central and State Government Undertakings	Exempted
2.	All other inside & outside state units.	The amount of EMD as specified in the specification /Tender Notice in shape of bank guarantee /DD.

NB: - REFUND OF E.M.D.

- [a] In case of unsuccessful tenderers, the EMD will be refunded immediately after the tender is decided. In case of successful tenderer, this will be refunded only after furnishing of Composite Bank Guarantee referred to in clause No.19 of Section-II of this specification.
Suits, if any, arising out of EMD shall be filed in a court of law to which the jurisdiction of High Court of ODISHA extends.
- [b] Earnest Money will be forfeited if the tenderer fails to accept the letter of intent/purchase order, issued in his favour or revises the bid price[s] within the validity period of Bid.



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

e-TENDER NOTICE NO.0 1 / 2014-15

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD General Manager, EHT (O&M) Circle, Jajpur Road, invites Tenders from reputed manufacturers/suppliers in two part bidding system for supply of **Hard Ware Fittings & Clamps Connectors..** 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 14.05.2014 (10.00 Hrs) up to 28.05.2014(12.30 Hrs). Interested manufacturers/Suppliers 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.**

GENERAL MANAGER

