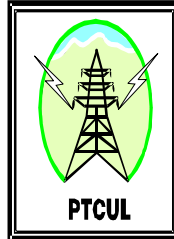


POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD

Tender No. 04/EE(O&M)/400KVDS/Tender/2018-19



Office of the
Executive Engineer,
400 KV (O&M) Division, Khandukhal,
Srinagar (G) 246125

**PROCUREMENT OF BATTERIES AT 400/220/132 KV (O&M) DIVISION,
KHANDUKHAL, SRINAGAR (GARHWAL) AGAINST THIS OFFICE TENDER
SPECIFICATION NO. T-04/EE(O&M)/400KVDS/ 2018-19**

Date & Time of receiving of tenders	:	11.11.2018 up to 16:00 Hrs
Date & Time of opening of tenders	:	12.11.2018 at 14:00 Hrs
Last date of Downloading/Purchasing of tenders	:	11.11.2018
Cost of tender documents (Non refundable)	:	Rs. 118.00 (100 + 18%GST)
Cost of Earnest Money deposit	:	Rs. 3000.00

Signature of Contractor

Executive Engineer

INSTRUCTION TO TENDERERS
TENDER SHALL BE RECEIVED IN TWO SEPARATE PARTS EACH
PART SHALL BE IN A SEPARATE SEALED COVER AS FOLLOWS

TENDER BID PART-I: -It shall be in a sealed cover “Subscribed” Earnest Money against Open/ Limited **Tender No. /04/EE(O&M)/400KVDS /Tender/2018-19** due date of opening **12.11.2018**

It shall contain earnest money in acceptable form or documents for exemption from earnest money.

Earnest money amounting to Rs. 3000.00 (Rupees Three Thousand Only) in the form of the FDR of a scheduled bank treasury receipt or interest bearing securities duly pledged in favour of Executive Engineer, 400 KV S/s, Srinagar. Deposit at call of any scheduled bank in favour of Executive Engineer, 400 KV S/s, Srinagar – to be deposited in Tender bid part-I “The deposit receipt pledged to the Purchaser “Received payment” under their signature and official seal on revenue stamp.

Without this proof, request for exemption from depositing earnest money will not be considered and tender will be treated “Tender without earnest money”.

Any other exemption request will not be considered unless supported with a copy of Board’s order in which such exemption has been allowed without full reference of Boards orders. Tender will be treated as “Tender without Earnest Money”.

1. No tender shall be considered where tenderer has not rendered earnest money amounting to Rs. 3000.00 in favour of Executive Engineer, 400 KV S/s, Srinagar. I except where he is exempted from furnishing earnest money under any orders in force in the Board/Corporation/PTCUL.
2. This earnest money be enclosed in Part-I or tender giving full details of earnest money.
3. Earnest money will not be accepted in cheque or in any other form except detailed above.
4. Deposited earlier earnest money against any other tender in the division will not be acceptable to be considered against this tender. Any tender having such request will be treated as “Tender without earnest money”.
5. Any request to adjust earnest money against pending bills of the tenderer in the division is not acceptable and any tender having such request will be treated as tender without earnest money.
6. The tender who is seeking exemption from depositing earnest money against some order of PTCUL he should mentioned Order No. and date and should submit requisite documents and other evidence be establish such exemption his case in its supports as prescribed in Order with sealed cover for earnest money without these documents exemption request will not be considered and tender will be treated as “Tender without earnest money”.
7. The following document may please be enclosed in the part Ist of tender :-
 - 1- FDR/CDR duly pledged in the name of Executive Engineer, 400 KV S/s, Srinagar.
 - 2- Experience of certificate of related work/ supply issued by officer not below the rank of work Executive Engineer
 - 3- Pan No, GSTIN certificate must be attached with bid document.
 - 4- Authorized certificate of Exide battery.

Where a tender has neither furnished adequate earnest money in the prescribed acceptable form nor in the exempted from the same & other above said document, his second sealed cover containing the price bid shall not be opened and shall be kept with its seals intact in the condition in which it was received with the above reason for not opening the bid.

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TENDER PART-IIInd:- BID

Tender bid containing the tenderers offering evidence of his fulfilling pre-qualifying conditions general information technical particulars, suggested deviations prices offer etc. The Sealed cover containing the tender bid shall be subscribed "Tender bid against specification No **04/EE(O&M)/400KVDS /Tender/2018-19** due date of opening **12.11.2018**

In case the tenderer is prepared to offer any rebate or reduction in the price, the same should be clearly defined and mentioned in the tender.

1. All works covered by the specification shall be carried out in accordance with the standard general conditions of Contract. In case any portion of the said condition of contract is not clear to the tenderer, clarifications must be obtained before submission of the tender. Tenderer are requested to accept all the clauses of the form to facilitate early finalization of the contract should the tenderers, however be unable to comply with any conditions of contract of the form he shall enter the proposed departure if his tender under chapter heading definations form the condition of contract.
2. Tender will be opened publically in the office of the Executive Engineer, 400 KV (O&M) Division, Khandukhal, Srinagar (G) on the following date and time: -

Tender Bid Part-I	Date - 12.11.2018	Time 2.00PM
Tender Bid Part-II	Date - 12.11.2018	Time 2.00PM

The tenderers or their authorized representative may attend the tender opening.

3. Where a bidder has neither furnished adequate earnest money in the prescribed acceptable form not in the exempted form the same, his second sealed cover containing tender bid shall not be opened.
4. The purchaser shall not be bound to accept their lowest or any tender and reserved to himself the right of accepting the whole or any portion of any tender as he may think fit without assigning any reasons for non accepting or rejections.
5. The successful tenderers will have to enter into an agreement within 10 days of receiving the order and will have to deposit requisite amount of security deposit as required under clause of General Conditions of Contract. No exemption what ever shall be granted in any case in this regard.
6. Executive Engineer, O&M Division, Khandukhal, Srinagar (G) may revise or amend the specifications and other conditions prior to the date notified for pending of the tender. Such revision and amendments, if any will be communicated to all tenderers and amendments or addenda to this invitation of the tenders.
7. The tender should be made valid for a period of three months from the date of opening. In case the validity given is for less period the tender shall be treated as invalid.
8. Any action on the part of tenderer to revise the price/prices and or to change the structure of price/prices at his own instance after the opening of the tender any result in reaction of the tender and or debarring the tenderer for participation in purchase of the Board for a period of one year in the first instance.
9. Tender Cost will be accepted in shape of DD/ Bankers Cheque Only. The price of tender specifications will not be refunded in any circumstances what so ever.
10. Tender of these tenderer who have not purchased the tender specification will not be considered.
11. Tender Performa appended here should be filled in completely by the tenders otherwise their tender is liable to be rejected.
12. Tenderers will note that if their prices are not firm and are subject in variation due to increase or decrease due to any change in the cost of material and labour will not be admissible to them.

Signature of Contractor

Executive Engineer

13. In case of failure of firm to execute the work within the schedule period the Executive Engineer, 400 KV (O&M) Division, Khandukhal, Srinagar (G), He shall have every right to cancel the agreement and necessary penalty as General Conditions of Contract will be recovered from the firm.
14. It may be noted that no extension in the due date of opening tender shall be granted.
15. The undersigned reserved the right to reject any or all the tenders without assigning any reason what so ever.
16. Tenderers are required to submit a valid Income Tax clearance certificate along with their tender. Firm not registered in Income Tax need not given their tender.
17. No conditional offer shall be accepted.
18. Any approach etc. official or otherwise shall tender the tender liable to be summarily rejected.
19. Telegraphic tender will not be accepted.
20. The tender will be submitted in two parts detailed above.
21. The sealed envelopes containing full particulars of tender will then be placed in another sealed cover bearing on the top detailed above.
22. The tender should submit on execute an agreement to the effect on a stamp paper with Rs.10/- in the Performa of agreement enclosed as Appendix.
23. **LEFT OUT WORKS:** -
If the contractor fail to complete the work timely or losses any time of work in complete the Power Transmission Corporation of Uttarakhand Ltd. is at a Liberty to get the work to carried out departmentally or through any other contractor/agency and may postponed till the completion of the work the assessment of the compensation to be paid by the contractor. In such a case the contractor shall pay any expenses which may be incurred in excess of the some which would have being carried out by him and a certificate in writing of the Executive Engineer, Srinagar/ Chief Engineer (O&M)/ Dehradun shall be final and conclusive as against the contractor as to the amount any such expenses. If upon any occasion the Chief Engineer/Executive Engineer, abstains from exercising the powers given to him by this clause such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the contractor again make default, not shall such abstention absolve the contractor from liability to pay compensation for any fault which may have made.
24. **COMPENSATION:** - The contractor shall be fully responsible for all sorts of accident breakage or loss which may be occur to the Corporation during the execution of the contractor. The contractor shall also be fully responsible for all sorts of accident which may occur to his labour during the execution of the work contract in accordance with the provision of Workman's Compensation Act.
25. **SITE CLEARANCE FOR WORK:-** The work material shall be liable to be rejected if not found as per standards/ specifications or sample shown / verified by concerned SDO before delivery.
26. **DISPUTE:** - In case of any dispute between the contractor and the Executive Engineer, O&M Division, Khandukhal, Srinagar (G) the decision of the Chief Engineer O&M, Dehradun will be final and binding on both parties.
27. **ACCOMODATION:** - The contractor shall make his own arrangement for the staying of his staff at different site and transport thereof.
28. **SPECIAL CONDITION:** - The warranty of product must be 36 month or above.
29. The Contractor have to attend any flow or fault in product with in 3 days at site during the warranty period.
30. **Labour Laws:-**
30.01:- Persons below the age of 18 years shall not be employed for the work no female worker shall be employed in the night shift between 07.00 p.m and 06.00 a.m next day.
30.02:- Contractor shall maintain a valid labour license under the contract labour (regulation and abolition) Act for employing necessary manpower required by him. In the absence of such licensee, the contract shall be liable to be terminated without assigning any reason thereof.

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Executive Engineer

30.03:- The contractor shall at his own expenses comply with all labour laws and keep the PTCUL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with areas under:-

- i) Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, deposit linked Insurance scheme, administrative charges, etc at the rate made applicable from time to time by the government of Uttarakhand/Government of India or other statutory authority.
- ii) Payment of deposit, in respect of each contract labour at the rate of Rs. 30/- or later prevailing rate with the office of commissioner of Labour as per the contract Labour (Regulation and abolition) Act.
- iii) License fee as prescribed under the contract labour (regulation and abolition) Act and rules framed there under depending upon the number of workmen.
- iv) Paid leave facility and wages as per the provision of the factories act at the rate of one day for every 20 days of working or as per relevant provisions.
- v) Identity cards as prescribed under the factories act with photo affixed there to, for identification.
- vi) Payment of retrenchment compensation, notice pay and other liabilities as per industrial dispute Act. Any payment to the contractor's employee arising out of any claim of disputes under the industrial disputes act 1947 or any other labour laws.
- vii) Payment of compensation in case of accidental injury.
- viii) Provision of crèche if the female labourers or relevant provision.
- ix) maternity leave as per the provisions of the maternity benefit Act.

The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various labour laws, in force from time to time, from statutory authorities like state government/Government of India, which the contractor shall have to comply with.

Executive Engineer, 400 KV (O&M) Division,
Khandukhal, Srinagar (G)

Signature of Contractor

Executive Engineer