

## OFFICE OF THE NOTIFIED AREA COUNCIL, KHARIAR ROAD

No. 2388 / Date: 15/12/20

### TENDER CALL NOTICE

Sealed tenders are invited from reputed Firms / individuals having valid HT Licence issued by ELBO, Govt. Of Odisha for execution of electrification works for external electrification for power supply to 22 KW, General purpose Load of Micro Composting Centre, C/o- EO , NAC Khariar Road, at-Chalmunda, Po-Khariar Road, Dist- Nuapada with installation of 63 KVA S/s at 11 KV in Nuapada District as per the price schedule enclosed hereto.

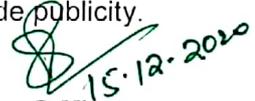
No.,of Package	Name of the District.	Scope and Type of work	Estimated Cost (prepared by the WESCO)	EMD (In Rs.)	Cost of Tender Paper ( Non-refundable) (In Rs.)
1	2	3	4	5	6
01	Nuapada	Details of Project, its Scope and Quantity can be seen in the district website.	Rs. 8,69,165/-	1% of Estt. Cost.	Rs.4000 /-

Details of all the project and all terms & Conditions can be downloaded from the District website namely: [www.nuapada.nic.in](http://www.nuapada.nic.in) from Dt- 16.12.2020 to 30.12.2020 .The last date for receipt of the tender complete in all respect is 31.12.2020 up to 2.00PM.

  
15.12.2020  
Executive Officer  
NAC, Khariar Road

Memo No. 2390 (2) . Dt. 15/12/20

Copy forwarded to the Advertising Manager, the Sambad / the Samaj for publication of the tender call notice at approved rates for one (01) Day, in the news paper for wide publicity.

  
15.12.2020  
Executive Officer  
NAC, Khariar Road

Memo No. 2390 Dt. 15/12/20

Copy alongwith soft copy of the Tender Bid Documents are forwarded to the District Informatics Officer, NIC, Nuapada for web hoisting in the portal [www.nuapada.nic.in](http://www.nuapada.nic.in) and further necessary action.

  
15.12.2020  
Executive Officer  
NAC, Khariar Road

# OFFICE OF THE NOTIFIED AREA COUNCIL, KHARIAR ROAD

No. 2388 / Date 15/12/20.

## TENDER CALL NOTICE

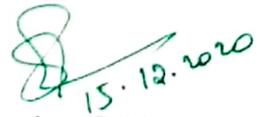
Sealed tenders are invited from reputed Firms / individuals having valid HT Licence issued by ELBO, Govt. Of Odisha for execution of electrification works for "external electrification for power supply to 22 KW, General purpose Load of Micro Composting Centre, C/o- EO, NAC Khariar Road, at-Chalmunda, Po-Khariar Road, Dist- Nuapada with installation of 63 KVA S/s at 11/0.4 KV S/S" Patel Nagar Feeder at Khariar Road NAC, Nuapada District as per the following details..

Sl. No.	Name of the District	Name of the work	Estimated Cost of the works (In Rs.)	EMD to be Deposited (In Rs.)	Tender Paper Cost ( Non-refundable) (In Rs.)	Periods of Completion
01	Nuapada	External electrification for power supply to 22 KW, General purpose Load of Micro Composting Centre, C/o- EO, NAC Khariar Road, at-Chalmunda, Po-Khariar Road, Dist- Nuapada with installation of 63 KVA S/s at 11/0.4 KV S/S ( Details will be available in District Web Site)	Rs. 8,69,165/-	(1% of the Estimated Cost)	Rs. 4000/-	01 (Calendar) Months.

### TERMS AND CONDITIONS:-

01. Bid documents can be downloaded from the District website namely: - [www.nuapada.nic.in](http://www.nuapada.nic.in)
02. The HT Electrical contractor having annual turnover not less than 20 lakh and above in Electrification works during the last three financial years preceding 2019-20.
03. The bid documents in duplicate filled in all respects should be accompanied with the following documents in a sealed cover envelop clearly super scribed with "Tender Call Notice No. & Date".
  - (i) The cost of Tender Paper as indicated above should be deposited in shape of B.D. in favour of **Executive Officer, NAC Khariar Road** payable at Khariar Road.
  - (ii) The E.M.D. as mentioned above should be deposited in shape of B.D. in favour of **Executive Officer, NAC Khariar Road** payable at Khariar Road. The E.M.D. of successful tenderer will be adjusted towards security deposit and the E.M.D. of unsuccessful tenderers will be refunded soon after finalisation of the tender.
  - (iii) Photocopy of valid Registration Certificate.
  - (iv) Income Tax CC and PAN Card.
  - (v) GST Registration Certificate.
  - (vi) Photocopy of EPF and Labour Licence.
  - (vii) Photocopy of Experience Certificate, if any.

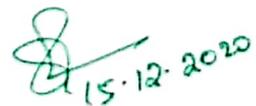
- (viii) The bidders registered in other States, are to produce "Non-assessment Certificate" from the Commercial Tax Authority of Govt. of Orissa at the time of submission of Tender.
05. Bid documents will be received at NAC Office on or before 31.12.2020 up to 2:00 P.M. only through **Speed Post / Regd. Post**. No Tender shall be received in person / Courier. These will be opened on the same day at 3.30 P.M. in the Office of the Undersigned, Khariar Road in the presence of the bidders/ or his authorised representatives.
06. Bidders are required to quote the rates both in words and figures and put their signatures below every page and also sign every corrections made in the bid documents. No over-writing will be entertained.
07. The intending tenderers/ applicants may verify the scope of the work from the EE, NED, WESCO Utility, Khariar Road in any working day between 10:00 AM to 05:00 PM, i.e. scope of the work along with 6% supervision charges and relevant fee/charges to WESCO etc. The last date of receipt of tender/application by the Office of the Executive Officer, NAC, Khariar Road is on 31.12.2020 up to 2:00 PM and tender received beyond the stipulated period will not be taken into consideration.
08. The undersigned reserves every right to accept or reject any or all the tenders without assigning any reason thereof and not bound to place order to the lowest tenderers. The authority also reserves the right to negotiate with the tenderers.
09. Additional Performance Security shall be deposited by the successful bidder in favour of the **Executive Officer, NAC , Khariar Road** as per OPWD norms.
10. Others details can be seen in the bidding documents.

  
15.12.2020

**Executive Officer,  
NAC, Khariar Road**

Memo No. 2389 . Dt. 15.12.20 .

Copy Submitted to PA to Collector & Dist Magistrate Nuapada/PD DRDA-cum-PD DUDA, Nuapada/Sub-Collector, Nuapada/Tahasildar, Nuapada for kind information with a request to publish in their Notice Board for wide circulation. the Members of the Tender Committee for information

  
15.12.2020

**Executive Officer  
NAC, Khariar Road**

Memo No. 2390 . Dt. 15.12.20 .

Copy to the Advertising managers the Sambad / The Samaj / District Informatic Officer, NIC, Nuapada for necessary action.

  
15.12.2020

**Executive Officer  
NAC, Khariar Road**

**TENDER**  
**FOR**  
**EXECUTION OF ELECTRIFICATION PROJECTS**  
**UNDER SBM**  
**At Khariar Road NAC**  
**NUAPADA DISTRICT**

Costs of tender Paper : Rs. /-

Sl. No.	Name of the Issuing Bank	DD No./Date	Amount

EMD:

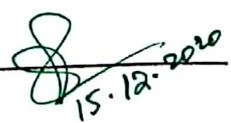
Sl. No.	Name of the Issuing Bank	DD No./Date	Amount

Date of Sale : Dt.16.12.2020 to Dt.30.12.2020  
(Up to 2:00 P.M.)  
Date of submission : Dt.31.12.2020 upto 2.00 P.M.  
Date of Opening : Dt.31.12.2020 at 3.30 P.M.

Signature of Tenderer with Seal

Signature of Tenderer

Page - 1

  
Signature of E.O, NAC  
Khariar Road

To,

**The Executive Officer NAC, Khariar Road.**

Sir,

1. After careful examination of the above specification together with the general conditions referred therein, we hereby offer to supply the materials covered thereon complete in all respects as per specifications and general conditions at the rate quoted in attached schedule of prices of the tender. Our offer is valid up to 90 days from the date of opening of tender.
2. We hereby undertake to have the materials delivered within the time specified in the tender and to adhere to the quantity to be supplied at destinations to be prescribed.
3. We hereby guarantee the technical particulars given in the tenders, supported with necessary test reports from concerned authorities.
4. We enclose here to a Demand Draft for Rs..... /- (Rupees.....) only towards cost of the tender paper.
5. We agree to deposit the requisite EMD amount in shape of Bank Draft.

We remain.

Yours faithfully,

(Signature)

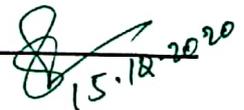
(With seal)

Note: This form should be duly filled in by the tenderer and returned to the **Executive Officer, NAC Khariar Road** along with the tender, failing which bids will not be taken into consideration.

Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road



## Commercial Terms & Conditions

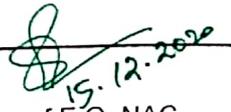
The Bidder shall tabulate the commercial terms and conditions of the tender in the following format. Additional sheets may be attached, if required.

Note: This form should be duly filled in by the tenderer and returned to the Authority, along with the tender, failing which bids will not be taken into consideration

- 1.0 Bidder's Complete Company Name :
- 2.0 Bidder's proposal Number :
- 3.0 Bidder :  
    's proposal Date :
- 4.0 Bidder's proposal Validity :
  
- 5.0 Name and Designation of the Officer of the :  
    Bidder to whom all references shall be made  
    for expeditious technical co-ordination :
- 6.0 a) Whether EMD deposited :  
    b) If so, give reference :  
    c) If not, give reasons :
  
- 7.0 Photo copy of the valid registration certificate, :  
    ITCC, PAN Card, GST Registration  
    certificate, EPF, Labour license, Experience  
    certificate, Non-assessment certificate from  
    the Sales Tax Commissioner, Orissa in case  
    of Bidders registered in others states. :
  
- 8.0 Terms of Payment :  
    a) Terms of payment as per owner's :  
        specification is acceptable :  
    b) If not, specify the terms of payment :
  
- 9.0 Delivery and completion :  
    a) Delivery Period :  
    b) Is delivery guaranteed under penalty? :

Signature of Tenderer

Page - 3

  
15.12.2020  
Signature of E.O, NAC  
Khariar Road

10.0 Performance: :

a) Is materials offered strictly in accordance with owner's specification? :

b) If not, have deviation sheets been duly filled up? :

11.0 Performance Guarantee period for the materials offered: :

a) From the date of commissioning at site :

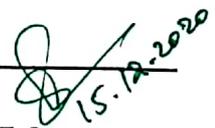
b) From the date of despatch :

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Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road

15.12.2020

DEVIATION SHEET

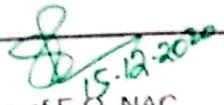
If the proposal has got any deviation from the tendering conditions and the General Conditions of Contract, Technical Specification, the Bidder shall tabulate these deviations clause in this Schedule. Additional sheets may be attached, if required.

Clause No	Deviations
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Signature of Tenderer

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Signature of E. O. NAC  
Khariar Road

## INSTRUCTION TO THE TENDERERS

### 1.0 GENERAL INSTRUCTIONS:

The work put to tender pertains to Construction of new 11 KV over head lines, S/S, Construction of A.B. Cable for L.T. line, and including supply of all materials for above purpose, the tenderer shall ensure to follow instruction as given .

### 2.0 SCOPE OF PROPOSAL

The scope of proposal shall be in accordance with the enclosed technical specifications covering design, engineering, manufacturing, supply at site, installation, testing & commissioning of the work at site on turnkey basis complete in all respect.

### 3.0 SUBMISSION OF TENDER:

The tender shall be submitted in one part only. The complete tender document shall comprise of technical details, catalogues, type test certificates, general conditions, special conditions, prices, Orissa sales tax registration certificate, and other relevant documents being sealed in an envelope and super-scribed with the name of work and date of opening.

### 3.1 TELEGRAPHIC TENDERS WILL NOT BE ACCEPTED

### 4.0 RECEIPT AND OPENING OF TENDER:

Tenders as described under Clause -3 shall be received in the Office of the Executive Officer, NAC, Khariar Road,

### 5.0 PRICES:

The tenderer shall ensure that the prices are filled in the price schedule both in words and figures. No overwriting shall be allowed. In case of any discrepancies in the prices tendered in words and figures, the same given in words shall be treated as final. The price should be inclusive of all taxes, duties & transit insurance for destination. Please note that no concessional form for sales tax will be issued by this office.

### 6.0 GST AND INCOME TAX CLEARANCE:

The tenderer shall furnish valid GST clearance Income Tax Clearance Certificates and certificate of Sales Tax Registration Number along with his tender. Tenders not accompanied with these documents shall be liable for rejection.

Signature of Tenderer

Page - 6

  
Signature of E.O, NAC  
Khariar Road

7.0 **VALIDITY:**

The tenderer shall keep the tender valid for a period of **90 (Ninety)** days from the date of opening of price bid.

8.0

- (i) Tenderer are advised to fill up the price of materials / equipment only in the prescribed format given by the undersigned.
- (ii) The authority reserves the rights to accept any bid or, reject any or, all bids or cancel/ withdraw invitation for Bid without assigning any reasons there of. Such decision, by the authority shall not be subject to question by any Bidder.

9.0 **CLARIFICATION DESIRED BY THE TENDERER:**

Any clarification with regard to the specification should be sought for by the tenderer before submission of the tender. No correspondence on this account will be entertained once the tender has been submitted by the tenderer.

- 10.0 The authority reserves the right to split the work order among the participants as per suitability for timely completion of the work.

**GENERAL TERMS AND CONDITIONS OR CONTRACT FOR TURNKEY  
CONTRACT**

1.0 **DEFINITION TERMS:**

In constructing this contract and the scope of work, the following words will have same meaning herein assigned to them unless there is something in the subject or context in consistent with such construction.

**1.01 OWNER**

The Owner shall mean the Executive Officer, NAC Khariar Road, The beneficiary for whom the "owner to execute the work. "Contractor" shall mean the firm whose tender has been accepted by the owner and shall include its legal representatives, successors and assignees.

**.02 ENGINEER IN CHARGE / CONSIGNEE:**

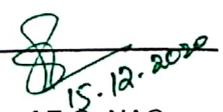
Where used Engineer-in-charge / Consignee shall mean the Municipal Engineer / WESCO Executive Engineer or his authorised representative.

**1.03 CONSULTING ENGINEER:**

Consulting Engineer shall mean WESCO Executive Engineer.

Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road

**1.04 SITE :**

Site shall mean the actual place of the proposed Project as detailed in the specification or other place where work has to be executed under this contract.

**1.05 SPECIFICATION:**

Specification shall mean collectively all terms stipulated in the contract known as General Conditions, Technical Specification and such amendments as may be made in the Agreement pertaining to method and manner of performing the work with respect of quantities, qualities, of materials and workmanship to be furnished under the contract.

**1.06 CONTRACT:**

The contract shall mean and include the following documents:

- ✓ Invitation to Tender
- ✓ Instructions to Tenderers
- ✓ Contract Agreement
- ✓ Technical Specification
- ✓ General Terms & Conditions of Contract
- ✓ Contractors tender proposal including clarification letters.

**1.07 COMMISSIONING**

Commissioning shall mean the first operation of the Equipment / installation after all initial adjustments.

**1.08 APPROVED :**

Approved shall mean the approval of the concerned Executive Engineer, WESCO.

**1.09 MONTHS :**

Months shall mean the calendar month.

**1.10 PERFORMANCE TEST**

Performance Test shall mean test as prescribed in the specification to be carried out by the contractor before taking over the installation by the owner.

**1.11 FINAL ACCEPTANCE :**

Final Acceptance shall mean the owners written acceptance of the works performed under the contract after successful completion of performance and Guarantee Test.

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Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road

  
15.12.2020

## 2.0 CONTRACTOR TO INFORM HIMSELF FULLY :

The Contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and Drawings and also to have satisfied himself as to the nature and type of work to be executed and where necessary of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the purchase consulting engineer or the inspector shall not in any way relieve the contractor from his responsibility for supplying the plant and equipment or material and executing the work in terms of the specification including all details and incidental works and supply of all accessories or apparatus which may not have been specifically mentioned in the specification or drawings but otherwise necessary for ensuring complete erection and safe and sufficient working of the plant and equipment or installation.

## 3.0 DEVIATION :

Should the tendered wish to deviate in any way from the General Conditions of contract or the Technical Specifications he should draw specific attention to such departure in his tender.

All such deviations shall be clearly mentioned in the Deviation Sheet giving the corresponding reference clause number. Terms such as See covering letter or

Tender printed General Terms & Condition are not acceptable, unless such deviations are submitted with the tender, it will be understood and agreed that the tenderers proposal is based on strict conformance to purchaser's specification in all respects.

## 4.0 PRICE :

4.1 The unit rates quoted for design, engineering manufacturing supply at site, storage, handling installation, testing and commissioning shall be inclusive of all taxes, duties, royalties and all other taxes applicable such as sales tax on work contract and income tax etc.

4.2 The prices are to be quoted on the lump sum price based on item rates as indicated in the specification. The Tenderer shall quote firm prices for the complete scope of work. The prices are to be quoted for the works complete in all respects in strictly accordance with the specifications. Should the Tenderer wish to propose alternatives the same should be clearly mentioned in the deviation. Any action on the part of the Tenderer to revise

Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road

the price / prices and / or to change the structure of price / prices at his own instance after opening of the tender may result in rejection of the tender.

**5.0 TERMS OF PAYMENT**

The payment shall be made in accordance with the following terms. The payment after deduction of all taxes and duties, like Performance Security, Supervision Charges, Income Tax, VAT Tax and all other taxes as applicable, will be paid on completion of work in full, testing, inspection by EI, commissioning and handing over on production of bill duly verified by concerned Executive Engineer (Elect), WESCO and test checked by the competent Electrical Inspector, Govt. of Orissa. Bill in triplicate may be submitted to concerned WESCO authority for verification and on wards submission.

**6.0 CONTRACT PRICE:**

The lump sum price quoted by the contractor in his bid with additions and deletion as may be agreed before signing of the contract for the entire scope of the work viz. supply and erection of equipment concerned under the specification and documents shall be treated as the contract price.

**7.0 CHANGE OF QUANTITY :**

The owner reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying Technical Specifications as may be necessary during the execution of the contract.

**8.0 TAXES :**

8.1 The Contractor shall include all taxes, duties, royalty or whatever nature, entry tax, other local taxes etc. if any in the quoted price.

8.2 Sales tax of any other tax on materials required for the work and also tax on works contact shall be payable by the contractor and owner will not entertain any such claim whatsoever on this account.

8.3 Not with standing anything contained elsewhere in the contractor the owner shall deduct at source from the payment due to the contract, the taxes as required under Orissa sales tax Act and Income Tax Act, 1961 or as amended from time to time, or any other statute. The amount so deducted shall be paid by the owner to the Orissa Sales Tax and Income Tax authorities as per the law. This is for the contractor to deal with the Orissa Sales tax Authority directly in respect to any claim or refund relating to the above tax owner shall not be liable or responsible for any

Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road

type of payment for reimbursement in this regard.

**8.4** The supplier / contractor should furnish his valid OSTCC with copy of Orissa Sales Tax Registration Number certificate.

**9.0 LIQUIDATED DAMAGE FOR DELAY IN COMPLETION :**

If the contractor fails in the due performance of the contract to supply / erection / testing / commissioning the equipment within the time fixed by the contractor or any extension thereof he shall be liable at the desecration of the owner to liquidated damage amounting to 0.5% (half percent) of the contract price per week. The contractor's liability for delay shall not in any case exceed 5% (five percent) of the total contract price. If the contractor shall fail to supply the equipment or any part thereof within a reasonable period after the expiry of the appointed time of extended time as may be provided for in the contract the provisions in clause "Negligence" shall become operative, in addition to the liability of Liquidated Damage as above.

**10.0 DESPATCH INSTRUCTIONS :**

The materials that will be required to be despatched under this contract, shall be despatched to the owner / Engineer-in-charge or his authorised representative. The contractor shall have to intimate the probable date of arrival of materials at site to the Site Engineer.

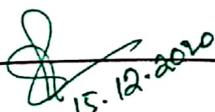
**11.0 INSPECTION AND TESTS :**

WESCO shall inspect, examine and test the equipment material through its representative at the manufacture/ suppliers works during or after the manufacture of goods prior to despatch on receipt of a clear notice of minimum two weeks in advance to the reckoned from the date of receipt by the purchase. The supplier / contractor shall provide all facilities as may be require carrying out the tests in accordance with approved standards free of cost.

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Signature of Tenderer

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Signature of E.O. NAC  
Khariar Road

## 12.0 NEGLIGENCE:

If the contractor neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer in connection with work, or contravene the provisions of the contract, the purchaser may give notice in writing to the contractor calling upon him to make good the failure, neglect or contravention complained of should the contractor fail to comply with such notice within a period, in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may in the opinion of the purchaser be reasonably necessary for making it good, then and in such case the purchaser shall have the option and be at liberty to take the work wholly or in part, out of the contractor's hand and may carry on the work envisaged in the contract at a price with any other materials, tools, tackle or labour for the purpose of completing the works or part thereof. In such event the purchaser shall without being responsible to the contractor for fair wear and tear of the same be entitled to seize and take possession and have free use of all materials, tools, tackle or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the purchaser shall be entitled to apply and balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the contractor as may not have been used up in the completion of the works, may be sold by the purchaser and the proceeds applied towards the payment of such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificate of the Engineer, but when all expenses, cost and charges incurred in the completion of the work are paid by the contractor, all such materials, tackle, construction plant or other things not used up in the completion plant etc. are insufficient to cover the executing the aforesaid work, the balance remaining after crediting the proceeds of such sale shall be recoverable from the contractor by encasing the available money paid earlier by the contractor as by action of law.

Notwithstanding anything contained above, the purchaser may determine the contract, without notice before determining the contract as above, if the opinion of the purchaser, the default or defaults committed by the contractor is/are curable and can be cured by the contractor if an opportunity is given to him, then the owner may issue a notice in writing calling upon the contractor or default within such time as may be

Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road

specified in the notice.

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the contractor as may not have been used up in the completion of the work, may be sold by the purchaser and the proceeds applied towards the payment of such sale shall be paid by the contractor on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the contractor, all such materials, tools, tackle, construction plant or other things not used up in the completion of the works and remaining unsold shall be removed by the contractor. If the proceeds of the above sale of the contractor's materials, tools, tackle, construction plant etc. are insufficient to cover executing the aforesaid work, the balance remaining after creating the proceeds of such sale be recoverable from the contractor by encasing the money available of the contractor by action of law. Notwithstanding anything contained above, the purchaser may determine the contract due to any breach of failure of the contract, without notice before determining the contract as above if in the opinion of the purchaser, the default or defaults by contractor is/are curable and can be cured by the contractor if an opportunity is given to him then the owner may issue a notice in writing upon the contractor to cure the default within such time as may be due in the event of termination, the security deposit will be forfeited without reference to the contractor and if no amount is available towards security deposit, an identical amount is recoverable from the contractor.

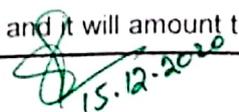
### 13.0 POWER TO VARY OR OMIT WORK:

No alternation, amendments omission additions or variations of the work herein after referred to as variation, under the contract shall be made by the contract except as directed in writing by the Engineer, but the engineer shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing, to instruct the contractor shall carry out such variations and be bound by the same conditions as far as applicable, as through the said clarification occurred in the contract, if any suggested variations would, in the opinion of the contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof

within 10 days in writing and the Engineer conforms his instruction, the contractor's obligations and guarantees shall be modified to such an extent as may be justified in the absence of any such notification, the contractor shall be bound to carry out the suggested variations without any additional financial implication to purchaser and it will amount to an absolute of any claim whatsoever.

Signature of Tenderer

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Signature of E.O, NAC  
Khariar Road

#### 14.0 SETTLEMENT OF DISPUTE

Except as otherwise specifically provided in the contract all dispute concerning question of facts arising under the contract shall be decided by the owner subject to written appeal by the contractor to the Engineer, whose decision shall be final to the parties hereto. Any dispute or difference including those considered as such by only one of the parties arising out or in connection with the contract should be to the extent possible settled amicably between the parties. If amicable settlement can not reach then unresolved dispute issue may be settled by arbitration as provided subsequently.

#### 15.0 TERMINATION OF CONTRACT:

Notwithstanding anything contained elsewhere in this contract, if at any time during the terms of this contract, the plans of the Government of India and Of the State Government change for any reason, the purchaser shall have the right to terminate the contract by notice to the contractor through a registered letter. In respect of such changes the materials that are complete as ready for transportation within thirty (30) days after such notice, purchaser agrees to accept delivery thereof at the contract price and terms. In the case of the remainder of the undelivered materials, the purchaser may elect.

- (a) to have any part thereof complete and take delivery thereof at the contract price and
- (b) to cancel the residue (if any) and pay to the contractor a prorata amount of the contract price based upon the state of completion to be certified by him.

The contractor shall deliver all such materials in process of manufacture to the purchaser and shall return to the purchase any funds remaining to the purchaser's credit. No payment shall be made by the purchaser for any material not yet in process of manufacture on the date of notice of cancellation is received.

#### 16.0 DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses which the purchaser may have paid, for which under the contract the contractor is liable, may be deducted by the purchaser from any money due or becoming due by him to the contractor under the contract. Further all legal and statutory deductions will be made and the contractor is not entitled to any reimbursement or claim whatsoever except only a tax deduction certificate.

In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the performance bond and withheld amounts. The balance due to the purchase, may be recovered in any way the purchaser may deem fit.

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**17.0 EARNEST MONEY:**

17.01 The tenderer shall be required to submit earnest Money to be deposited as indicated in the NIT. Bids without required amount of Earnest money will not be taken into consideration.

17.02 The Earnest Money offered shall be in the following forms:

**A Bank Draft in favour of Executive Officer, NAC Khariar Road.**

17.03 Earnest Money shall be forfeited in case of withdrawal/ modification of an offer within the validity period as required in the NIT/ Tender specification after opening of tender. EMD shall be forfeited in case of non-acceptance of LOI/ WO within stipulated period.

17.04 In case of tenders not accepted. The earnest money shall be refunded within 30 days of the accord of order/ contract to the successful tenderer.

17.05 Bidders are to attend the techno-commercial discussion whenever called by the owner. In case the bidder fails to attend the techno-commercial discussion, the same will be treated as violation of tender condition and the EMD may be forfeited with rejection of the offer.

**18.0 SECURITY DEPOSIT;**

The successful tenderers shall be required to submit security deposit for faithful execution of the contract at the rate of 5% (five percent) of the contract value in shape of Bank Draft from any Nationalised Bank operable at its branch at Khariar Road only valid up to one month after the completion of contract period. In the event of default on the part of the contractor in the faithful execution of contract the security deposit shall be forfeited by an order of the purchaser. The forfeited of security deposit shall be without prejudice to any other rights arising or accruing to the purchaser under relevant provision of contract link LD Negligence, termination etc.

**19.0 PERFORMANCE BOND:**

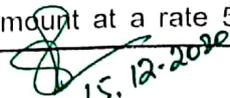
**GUARANTEE FOR DUE PERFORMANCE DURING THE GUARANTEE PERIOD:**

The performance bond by way of deductions from the bill of the work shall be kept for 12 months after completion of contract in all respects equal to an amount at a rate 5% (Five

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percent) of the total contract price for faithful filling the terms of guarantee for a period of 12 months after successful completion of work .

In addition, the guarantee certificate for two years from the manufacturer of transformer has to be submitted and to be handed over to WESCO.

**20.0 EXTENSION OF TIME:**

The application for extension of time is to be given to the owner through the Engineer and the owner may authorise the extension of time after considering the due merits.

Whenever extension of time is granted by the same shall be on the existing terms and conditions of the contract and without financial liability to the owner. The contractor in any case shall have no claimed whatsoever for any of compensation on account of any delay attributable to any one.

**21.0 ERECTION OF THE MATERIALS:**

The contract shall be responsible for complete installation of the equipment materials required under the scope of contract. All equipment, tools, scaffolding and minor civil works required for safe transportation and erection shall be provided by the contractor. All the materials and/ or equipment after receipt at site shall be checked and verified against shipping documents and all claims against loss or damage in transit shall be intimated to the owner. All insurance charges such as transit insurance, storage insurance and handling insurance charges shall be borne by the contractor. The materials and/ or equipment shall remain under the custody of the contractor until the plant/ installation as a whole is taken by the owner upon completion of the work. The contractor shall take adequate steps to ensure safety of such materials and/ or equipment. Necessary stores receipt certificates shall be issued to the owner after the stores are checked and certified. No materials and/ or equipment pertaining contract shall be removed from site without the consent in writing of the owner.

The contractor shall be responsible for obtaining the correct reference lines for purchases of fixing the alignment of various equipment and/ or materials.

**22.0 REGULATION OF LOCAL AUTHORITIES AND STATUS:**

The contractor shall comply with the rules and regulations of local authorities and Distribution Companies (WESCO) during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1945 and the payment made

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there under in respect of any employee of workmen employed or engaged by his sub- contractor

The contractor shall get the entire installation inspected and cleared by the Electrical Inspector, Government of Orissa before commissioning . however the fees of Electrical Inspection deposited by contractor shall be reimbursed by the Authorities on actual basis on production of documentary evidence. Any registration, statutory inspection fees lay fully payable under the provision of the India Boiler Regulations and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the purchaser, shall be to the account of the purchaser. Should any such inspection of his sub-contractor; the additional fees for such inspection and/ or registration shall be borne by the contractor.

**23.0 MANUFACTURE'S SUPERVISION:**

The contractor may be required to work under the supervision of the manufacture's Engineer, where the contractor is not the manufacture. However, this will not relieve the contractor of his responsible for the correctness of the positions, levels and dimensions of the works according to the drawing, notwithstanding that he may have been assisted by the Engineer in setting out the same

**24.0 TAKING OVER:**

Upon successful completion of all the tests to be performed at site on equipment and/ or materials and systems supplied and erected by the contractor the Engineer/ WESCO authorities shall issue to the contractor a taking over certificate as a proof of the final acceptance of the equipment system. Such certificate shall not relieve the contract of any of his obligation which otherwise survive by terms and condition of the contract issuance of such certificate.

**24.0 ENGINEER'S DECISION:**

In respect of all materials, which are to be lift to the decision of the Engineer, the Engineer shall if so required to do so by the contractor given in writing a decision thereon of the contract. All decisions of the Engineer shall be binding on the contractor.

**25.0 COMPLETION CERTIFICATE & FINAL CERTIFICATE:**

Application for completion certificate.

When the contractor fulfils his obligation under the contract he shall be eligible to apply for completion certificate in respect of the work by submitting the completion documents along with such application for completion certificate.

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The owner or his representative shall normally issue to the contractor the completion certificate within one month after receiving an application there of from the contractor after verifying from the completion documents and satisfying that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under terms of the contract.

#### 26.0 COMPLETION CERTIFICATE:

Within one month of the completion of work in all respects, the contractor shall be furnished with a certificate by the owner or his representative of such completion but no completion certificate shall be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish are cleared off the site completely nor until the work shall have been measured by the Engineer whose measurement shall be binding and conclusive. The binding and conclusive, the work will not be considered as complete and taken over by the owner until the temporary works and staff colonies etc, constructed are removed and work site cleared to the satisfaction of the owner.

If the contractor shall fail to comply with the requirement of this clause on or before the date fixed for the completion for the work, the Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as the things fit and clean off such dirt as aforesaid, and the contractor shall forth will pay the amount of all expenses so incurred and shall have no claim in respect of any sum actually realized by the sale thereof.

Completion certificate shall be in 3 parts as follows:

1. Physical/ Mechanical completion work.
2. Satisfactory completion of commissioning of equipment with load.
3. Satisfactory completion of guarantee.

The contractor shall clearly indicate the three dates separately for completion Documents/ to form the completion documents

- i) The technical documents according to which the work was carried out.
- ii) Three sets of construction drawings showing therein the modification corrections made during the course of executing and signed by the Engineer
- iii) Completion certificate for embedded and Covered-up works
- iv) Certificates of final levels as set out for various works
- v) Certificates of tests performed for various works

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- vi) Materials appropriation statement for the materials issued by the owner for the works and list of surplus materials returned to the owner's store duly supported necessary documents.
- vii) Physical/ Mechanical completion work.
- viii) Satisfactory completion of commissioning of equipment with load.
- ix) Satisfactory completion of guarantee.

**27.0 MISCELLANEOUS:**

**ENTIRE AGREEMENT:**

Those general conditions together with the specifications, tender drawing and guaranteed technical particulars, tender data with subsequent agreed modification thereof shall constitute the entire Agreement between the parties in respect of the subject matter thereof. No variation of modification of the contract of modification of the contract of waiver of any of the terms and conditions thereof shall be deemed valid unless in writing and signed by the parties hereto.

General Conditions of contract, the tender specification and other contract/ tender documents are to be taken as mutually explanatory to one another. However, in case of conflict between these documents, the technical specification, special conditions of the contract and general condition of the contract shall have precedence in that order.

**28.01 ENDORSEMENT OF TERMS:**

The failure of either party to endorse at any time of the provisions of the contract of any rights in respect there to or to exercise an option herein provided shall in on way be construed to be a waver of such provisions, rights of options or in any way to effect the validity of the contractor. The exercise be either party of any of his herein shall not preclude of prejudice either party from exercising the same of any other it may have hereunder.

**28.02 CONTRACT LABOUR REGULATION & ABOLITION:**

The contractor shall be responsible for following all statutory obligations under contract Labour (Regulation & Abolition) Act, 1970, E.S.I and provident Funds Acts as applicable for their labour and staff engaged in executing this work. The contractor will also keep purchaser indemnified against all claims and disputes arising out of death or injury to their workmen and staff. It will be necessary for the contractor to ensure that proper safety measures are followed by their workmen to avoid accident damage loss to life and property.

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belts must be used by their workmen when working at any height. Charges for above are deemed included in the quoted rates and accepted amount.

**28.03 RECOVERY OF DAMAGE:**

Nothing contained in the conditions or in any other part of this contract shall be construed as preventing the purchaser from the contractor any damage to which the purchaser may be entitled in law as a consequence of any breach by the contractor of any of the terms of the contract.

**29.0 COMPLETENESS OF EQUIPMENT/ INSTALLATION:**

The equipment / installation shall be complete in every respect with all mountings fixtures and standard accessories which are normally even though not specifically detailed in the specifically detailed in the specification.

**30.0 TIME SCHEDULE:**

Time is the essence of the contract and the contractor shall be responsible for performance his works in accordance with specified construction schedule. The offer should clearly indicate monthly / quarterly schedule of deliveries, date of commencement and completion of supply erection testing and commissioning against that indicated in the NIT/ construction schedule. If any time the contractor falling behind schedule he shall take necessary action to make good for such delays by increasing his work to

Comply with the schedule and shall communicate such actions in writing to the Engineer satisfying that the action will compensate delay. The contractor shall however not be responsible for provision of additional labour and / or materials or supply of any other services to the contractor except for the co-ordination of works. The entire scope of work shall be completed within **30(Thirty) days** from the date of placement of order.

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**31.0 SAFETY REGULATIONS:**

Without prejudice to the general obligations under the statutes the contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site.

**32.0 SUBLETTING OF CONTRACT:**

The contractor shall not without the consent in writing of the purchaser, which shall not be unreasonable withhold, assign or sublet his contract of any substantial part thereof other than for raw materials, for minor details, or for any part of the works of which the markers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract

For components/ equipment procured for the purpose of the contract, after obtaining the written approval of the owner, the contractor's purchase specifications and inquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out during the various stages of manufacture and installations. The quality practices and procedures followed by the vendor's quality control organisation, the relevant reference documents/standards used, acceptance level, inspection of documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalised in consultation with the Engineers and shall form a part of the purchase order/ contract between the contractor and the vendor. Within 3 weeks of the

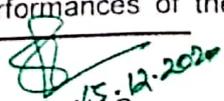
release of the same purchase order /contracts for such bought out items/ components a copy of the same without price details but together detailed purchase specifications, quality and delivery conditions shall be furnished to the Engineer by the contractor.

**33.0 FORCE MAJEURE:**

Any delays in or failure of the performance of either parties thereof shall not constitute default here or give rise to any claims for damages, if any to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Government authorities, act of war, rebellion, sabotage, fire floods explosions, riots or illegal strikes provided of always that such occurrences result in impossibility or performances of the

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Contract. Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognisance.

**34.0 LANGUAGE AND MEASUREMENT SYSTEM:**

All documents pertaining to the contract including specifications schedules notices, correspondence operating and maintenance instructions drawings or any other writing shall be in English Language. All measurements, location marking and drawings shall be in Metric Units.

**35.0 MATERIALS AND WORKMANSHIP:**

All materials used in the manufacture of these equipment shall be selected from the best available for the purpose, considering strength, durability and best engineering practice. Liberal factors of safety shall be used through out the design and specifically in the design of all parts subject to alternation stresses or shocks. All the work shall be performed and completed in a thorough workmanship like manner and shall follow the best modern practice in the specification. Castings shall be free blow holes, flaws, cracks of other defects and shall be smooth, close grained and of true forms and dimensions. No plugged or filled up holes or other defects will ordinarily be allowed. Such castings are liable to be rejected. However, the contractor may rectify minor casting defects be welding or other method in accordance with the standard manufacturing practice provided such rectification does not affect the strength of the

Casting or impair the efficient working of the plant and proper approval of the purchaser is obtained for the same.

**36.0 FACILITY TO THE CONTRACTOR:**

The purchase/ owner will at his own discretion and convenience and for the duration of the execution of the work make available near the site land for construction of contractors field office, godowns, workshop and assembly yard required for the execution of the contract. The contractor shall at his own cost construct all these temporary building and provide suitable water/ electricity and sanitary arrangement after obtaining approval from the Engineer. On completion of the works undertaken by the contractor he shall remove all temporary works erected by him and have the site cleared as directed by the Engineer. If the contractor fails to comply with these requirements, the Engineer at the expense of the contractor will remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such surplus materials disposed of as aforesaid. But the

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purchaser/ owner reserves the right to ask the contractor at any time during the tendency of the contract to caveat the land by giving 7 days notice on security reasons or national interest or otherwise a token rent of Rs, 100/- per month per hectare a part thereof shall be charged for the land so occupied. Electricity and drinking water at normal charges will be supplied at one point. The cost of distribution if any shall be borne by the contractor.

**37.0 MODIFICATION PRIOR TO THE DATE OF TENDER OPENING:**

The purchase/ owner reserves the right revise or amend the tender specifications prior to the date notified for opening of the tender and also the right to postpone the date for presentation and opening of tender without assigning any reason whatsoever.

**38.0 CLARIFICATION DESIRED BY THE TENDERER:**

Any clarification with regard to the specifications should be sought for by the tenderer before submission of the tender has been submitted by the tenderer.

**39.0** The contractor will be responsible for any loss theft, destruction and deterioration of quality of any materials when it is in the storage under

the custody of the contractor. A custodian certificate is to be issued by the firm to the owner. The purchaser reserves the right to inspect the materials under the custody of the contractor from time to time. The contractor will indemnify the owner for any loss arising due to any reason whatsoever of the materials during storage under the custody of the contractor.

The contractor will god of the loss at his own cost and arrangement without waiting for settlement of claim from insurance of any other Agencies

**40.0 CONSIGNEE/ ENGINEER- IN-CHARGE:**

Engineer-in-charge / Consignee shall mean the concerned Executive Engineer WESCO or his authorised representative.

**41.0 PAYING OFFICER:**

Payments shall be made by the Executive Officer, NAC Khariar Road.

**JURISDICTION OF COURT**

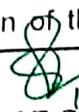
Dispute/ Litigation if any arising out of this contract deemed to have been entered into at Nuapada shall be under the jurisdiction of Orissa High Court.

**42.0** The authority reserves the right to split the work among the participant as suitability for timely completion of the work. The quantity can be increased / decreased at the time of placing order at the sole discretion of the purchaser/ orderer.

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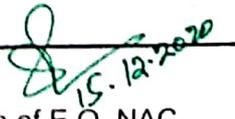
  
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- 43.0 Order can be spitted and distributed among participants at the lowest rate accepted for speedy progress of work on the consent of the tenderers.
- 44.0 The sample materials, which are under supply of contractor, must be approved by WESCO Authorities and Engineer-in -charge before procurement otherwise the same shall be liable for rejection.

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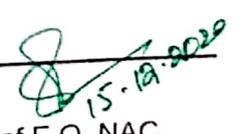
## PRICE SCHEDULE

SL. No	Description	Amount as per Estimate in Rupees	Rate Quoted by the Contractor in Rupees.
1	<p>External Electrification for power supply to 22KW, General Purpose Load for SWM site at Chalmunda, Khariar Road under SBM. Detail is as under</p> <p>1. Const of 63 KVA, 11/4KV S/S</p> <p>2. Const. Of 11 KV line with 55mmsq AAAC..</p> <p>3. Const of 11KV single pole cut point</p> <p>4. Const of 11 KV Intermediate pole with 9mtr. Long 150 X150 mm RS Joist Pole.</p> <p>5. Const of LT line with 50mmsq AB cable.</p>	Rs. 8,69,165/-	

In words (Rupees.....)Only

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