



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. Of Odisha Undertaking)

Regd. Office, Janpath, Bhubaneswar -751022

NOTICE INVITING TENDER (NIT)

(DOMESTIC COMPETITIVE e-BIDDING)

TENDER NOTICE NO. TW-IT-363/2009/(VOL-IV)/DS-1

Selection of Vendor for Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having apx. 3335 Route KM and apx. 10860 towers (11 No. of 400 KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines)

For further details, please visit the Official e-Tender Portal of OPTCL www.tenderwizard.com/OPTCL

Request for Proposal (RFP)

Selection of Vendor for Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having apx. 3335 Route KM and apx. 10860 towers (11 No. of 400 KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines)

<i>Bidding System</i>	<p>OPTCL invites bids in single stage two-part bidding system in e-Tender mode only.</p> <p>Interested bidders are required to enroll themselves and bid in the tender portal www.tenderwizard.com/OPTCL, where complete set of bidding documents shall be available.</p> <p>Bidders are requested to regularly visit cited Tender Portal for further amendment / errata / corrigendum / Other information (if any), as the same shall be published only on the cited Tender Portal.</p> <p>The authority reserves the right to accept or reject any or all of the bids without assigning any reasons thereof.</p>
<i>RFP Identification number</i>	TW-IT-363/2009/(VOL-IV)/DS-1
Date of commencement of Sale of bidding document	05-04-2024 ,13.30Hrs
Last date of sale of bidding documents	04-05-2024 ,13.30Hrs
Date & Time of Pre-Bid Conference	15-04-2024, 11:30Hrs
Time of opening of Techno-commercial bids	04-05-2024, 15.30Hrs
Live Inspection & Demonstration	Date will be Intimated on 06-05-2024
Time of opening of Price bids	To be intimated later to the techno-commercially acceptable bidders
<i>Owner:</i>	ODISHA POWER TRANSMISSION CORPORATION LIMITED
<i>Purchaser:</i>	<p>ODISHA POWER TRANSMISSION CORPORATION LIMITED</p> <p>Website: www.optcl.co.in</p> <p>(email- tender.erp@optcl.co.in)</p>



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Disclaimer

The information contained in this Tender document or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Odisha Power Transmission Corporation Ltd. (herein after referred to as "OPTCL") or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this Tender and other terms and conditions if provided.

This Tender is not an agreement and is neither an offer nor invitation by OPTCL to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by OPTCL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for OPTCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct.

Information provided in this Tender document to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OPTCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

OPTCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

OPTCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender.

OPTCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender document does not imply that OPTCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the work described herein and OPTCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OPTCL or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and OPTCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the Selection Process.

Section I. Scope of Work

1. Scope

Drone based Transmission Line Assets monitoring of 400Kv/220Kv/132Kv Lines having Apx. 3335.00 Route KM and approximate 10860 Towers. (11 No. of 400Kv Lines, 28 No. of 220Kv Lines and 9 No. of 132Kv Lines).

The transmission line assets, on which drone patrolling is to be carried out, are such as:

Voltage Level	Number of Lines	Number of Towers	Route KM
132KV	9	1615	488.00
220KV	28	7162	2101.00
400KV	11	2083	746.00
Total	48	10860	3335.00

Detail Line list to be inspected is attached in **[Annexure-I]**.

The scope of work includes but not limited to following:

- a. Facilities such as vehicle for movement of personnel and Ground survey/ Recce/ Local assistance, if required, shall be carried out by the successful bidder.
- b. Acquired data shall be the property of the OPTCL and bidder shall not use it for any purpose.
- c. Submission of Raw data to employer within 7 days of completion of each line through portable hard disk which shall be retained by the employer.
- d. The rate of carrying out patrolling is inclusive of all cost (inclusive of TA /DA etc). No claim other than the quoted in BOQ will be entertained by OPTCL.
- e. Providing suitable programmable Drone/ UAV having Thermal Visual sensors, capable of completing Transmission line patrolling.
- f. Tower inspection Defect reports of the flights completed in a day shall be submitted to OPTCL promptly within 7 days using Artificial Intelligence based software along with all the data.
- g. For capturing any defect in towers, following numbers of close photographs are to be taken

Sl No	Category	Specifics
1	Drone Photograph of Transmission Tower(400 KV) using RGB & Thermal Sensor (Min 40 images using Thermal Sensor & 40 Images using RGB Sensor)	With RGB Sensor on position hold mode. High Resolution Photo (Min Size 3MB), So the smallest details like cross hair pin, hair line crack can be identified. The photos should be taken from close proximity(<5mtr)
2	Drone Photograph of Transmission Tower(220 KV) using RGB & Thermal Sensor (Min 40 images using Thermal Sensor & 40 Images using RGB Sensor)	With RGB Sensor on position hold mode. High Resolution Photo (Min Size 3MB), So the smallest details like cross hair pin, hair line crack can be identified. The photos should be taken from close proximity(<5mtr)

3	Drone Photograph of Transmission Tower(132 KV) using RGB & Thermal Sensor (Min 40 images using Thermal Sensor & 40 Images using RGB Sensor)	With RGB Sensor on position hold mode. High Resolution Photo (Min Size 3MB), So the smallest details like cross hair pin, hair line crack can be identified. The photos should be taken from close proximity(<5mtr)
4	Drone Videography of each Tower by RGB & Thermal Sensor (132 KV)	High Resolution Video.
5	Drone Videography of each Tower by RGB & Thermal Sensor (220 KV)	High Resolution Video.
6	Drone Videography of each Tower by RGB & Thermal Sensor (400 KV)	High Resolution Video.
7	Drone Videography of Line Span by RGB & Thermal Sensor (132 KV,220 KV & 400 KV)	High Resolution Video.

h. No of photos of Tower and Its parts:

Sl. No	Main component	Sub- components to be checked	No. of photographs to be taken	S/C		D/C		M/C	
				Sus	Ten	Sus	Ten	Sus	Ten
1	Insulators	CC ring, grading ring, insulator surface, arcing horns, hardware cotter pins, VD etc.	1 of each string and hardware fittings	3	6	6	12	12	24
2	Earth peaks	Copper bond, nut bolts/ members, vibration dampers etc.	1 of each peak	2	2	2	2	2	2
3	Cross arms	Bird guard, nut bolts/ members, foreign materialetc.	1 of each cross arm	3	3	6	6	12	12
4	Jumper	Jumper pads, jumper bolts, rigid spacers, jumper drop,dead end etc.	1 of each jumper pads and 1 of each jumper	0	6	0	12	0	24
5	Main tower body above Cross Arm	Nut bolts/ members, Foreign Materials etc.	1 no. per face	4	4	4	4	4	4

	Level								
6	Tower leg	Foundation, coping, counterpoise earthing , joint plates, bolts and nuts etc.	1 of each leg	4	4	4	4	4	4
7	Main tower body below cross arm level	Nut bolts/ members, Foreign materialetc.	1 no. per face	4	4	4	4	4	4
Total Photos				20	29	26	44	38	74

i. No of forward span photos:

sSl. No	Main component	Sub-components	No. of photographsto be taken	S/C		D/C		M/C	
				Sus	Ten	Sus	Ten	Sus	Ten
1	Forward span	Conductor / EW damaged/OPGW joint box	1 photo in every 50 meters especially near spacer per phase	18	18	36	36	72	72

j. For Tower Inspection works following inspection shall be followed:

Visual inspection

a) Tower Members

- Missing/Damages of Tower Members
- Loose of Member Joints
- Member (Galvanization Rusting/Corrosion)
- Nuts & Bolt Loosening
- Bird Guards

(b) Cross Arms

- Missing/Damages of Tower Members
- Loose of Member Joints
- Member (Galvanization Rusting/Corrosion)
- Nuts & Bolt Loosening

(c) Tower Peak

- Loosening of Earth Bond
- Missing/Damages of Earth Bond

(d) Insulator

- Insulator Shade/Damage

- Pollution / Flashover Marks
- (e) Conductor (Mid-Span Joint/Repair Sleeve)
 - Strand Broken / Damaged
- (f) Cooping (Leg/ Foundation)
- (g) Earth wire
 - Earth Bond (Copper, Loose Connection)/ Damaged
- (h) H/W Fitting Mechanical deterioration
- (i) Jumper (Loose Connection/Carbon)
- (j) All Hotspots in Jumpers (bolts), Mid span Joints and Dead end Joints shall be scanned using Themovision camera. Report shall be submitted with Temperatures. The thermovision camera shall be of minimum of 640 x 480 pixels with accuracy of $\pm 2^{\circ}$ C or 2 % of Reading and having measurement range of Temperature:0-500 $^{\circ}$ C.
- (k) Damage/ displacement/ missing/ wrongly oriented Hardwares like Vibration dampers, Grading Ring, Corona Rings, Spacer-Dampers, Spacers, missing copper bonds etc
- (l) Any other visual defect/ observation like bird nests, foreign material, construction in right of way etc.
- (m) Any other areas as highlighted by the concerned line in-charge.

Thermal Inspection:

Hotspots on all bolted joints (Jumper Joints), Mid Span Compression Joints/ repair sleeves for conductor, repair sleeves, Dead End Compression Joints and line span using thermo vision technique.

For Line Span inspection following instruction shall be followed

Through Videography Line Span should be covered both in RGB and thermo vision. An Analysis report to be submitted after thorough analysis of the hotspots and of any vulnerabilities present thereof.

Specification:

- i. Bidder shall have at least 2 no of standby drones having all clearances in ready to fly condition (RTF) of the same specification to replace a drone in case of breakdown.
- ii. The Drones shall comply the latest Drone rules/ regulations issued by the DGCA which includes Pilot license, UIN, Type Certificates, Insurance. Same shall be submitted at the bidding stage.
- iii. If due to any technical anomaly Successful bidder has to change the Drone in between the execution of project, the documents / permission specified shall be submitted for the new drone also.
- iv. The Drone/ UAV shall be capable to work in Electro Magnetic field.
- v. All photographs/videos captured through drones should be time stamped & geo tagged and the same shall be submitted to OPTCL.

2. Minimum specs for sensors / Drones used for Tower Inspection works:

Digital Camera	Megapixel	20 MP and better
	Frame rate	30 frames/ Second
	Image quality	Full HD (1920 X 1080p) or better
Infrared Camera	Detector Technology	7.5 to 13 μm uncooled micro bolometerFPA
	Resolution:	640 x 480 pixels
	Focus:	Manual/ Auto
	Temperature range:	0 to 500° C
	Accuracy:	1% or 1° C for range up to + 150° C 2% or 2° C for range above + 150° C
	Frames per second:	30 frames/ second
Drone	Hovering feature	Yes
	Range (minimum)	4 KM in radial direction
	Electromagnetic compliant	Yes
	Route Programmable	Yes

3. Tower Visual Inspection defect report shall contain:

- Date and time of patrolling,
- Name of line,
- Tower Location No./ Span,
- Longitude and Latitude of the tower location
- Defect noticed as per clause 1.g along with visual image
- Any other relevant information

4. Tower Thermal Inspection defect report shall contain:

- Date and time of patrolling,
- Ambient Temperature/ Maximum hotspot Temperature
- Name of line,
- Tower Location No./ Span,
- Longitude and Latitude of the tower location
- Defect noticed along with thermal image and any other relevant information

5. Deliverables:

- i. All the images (RGB/Thermal) and short videos as per agreed quality should be submitted in Hard drives separately for each division with proper and approved naming convention.
- ii. Analytical reports in the excel format and Pdf format should be submitted.
- iii. Joint Certificate for successful work completion.
- iv. Line wise - Tower wise fault report.
- v. Master fault category.
- vi. Acceptance of deliverable by Line In-charge (Taking Over Certificate)

6. Safety Requirements

Entire aerial patrolling work is to be carried out under live line conditions and required electrical clearances are to be maintained during execution of work. The agency should have an established safety management system or safety program in effect that incorporates principles of a safety management system, work and safety rules for employees, which are appropriate to their work duties and comply with appropriate government regulations/OPTCL safety rules.

7. Survey Procedure:

- a) The Vendor shall use DGCA certified Survey Grade Drones in their possession with the Unique Identification Number (UIN) issued by DGCA, Govt. of India.

Vendor shall provide DGCA certifications which provide proof that the Drone comply all the recent regulations of DGCA relating to purchase and operation. The IA is required to provide proof of certification and maintain all proper certifications during the entirety of the contract period.

- b) Vendor shall provide detailed information of all equipment to be used in the survey.
- c) The Vendor shall deploy DGCA certified Drone Pilot to fly the drone above the transmission line & tower.
- d) Vendor shall provide resume and DGCA certificate of the Pilot, who will operate the Drone for this contract.
- e) Vendor shall deploy key personnel to this project those having experience in handling similar experience in Transmission Utility and preparing analytical reports.
- f) Vendor shall submit the resumes of such key personnel that shall be assigned to this project.
- g) Vendor should take concurrence of OPTCL regarding quality of the image/videos within 15 days of working in the field, for all type of towers in different location (based on topology) for deriving the standard of the images/videos to be taken for all the line assets going forward.
- h) OPTCL will not be responsible for any damage to Drone during the operation. Any damage, if occur during the operation shall be the responsibility of the Vendor.
- i) The Vendor has to fulfil the minimum specifications of Professional Survey Grade Drone with the Sensors conforming to the DGCA Guidelines issued time to time.
- j) Vendor shall be responsible for fulfillment of all the statutory requirement and getting all the required statutory and applicable clearances/approvals from State Government / Central Government / Local Authorities for flying the drone for survey and inspection of mentioned two transmission lines at OPTCL.
- k) The Vendor also need to fly the Drones both in day time and in night time preferably from 7-9PM for thermo-vision scanning of Insulator, jumper parts of the tower and conductor joints in the span.
- l) The Survey shall be carried out strictly in presence of concerned OPTCL line in-charge/its representative.
- m) The Vendor shall use proper Anti-collision lighting and obstacle avoidance mechanism to avoid any collision during the survey.

- n) The vendor has to submit the detail plan with date of inspection and submission of its deliverables line/jurisdiction wise.

8. Vendor's Obligations

- a) Services shall be complete, accurate and correct in all the respect. If during the discharge of the Services, any of the information or the report review supplied by the Vendor is found to be incomplete and incorrect by OPTCL, it will be completed or, as the case may be corrected by Vendor without any additional charge to OPTCL.
- b) In rendering the Services, Vendor undertakes that:
- i. It shall comply with such Code of Conduct of the OPTCL (as may be delivered by OPTCL to the Vendor) and ensure that it renders its obligations to the satisfaction of OPTCL.
 - ii. It shall duly and satisfactorily extend Services during the Order Period.
 - iii. It holds all valid licenses, registration and permissions that are required under the applicable laws for carrying out the Services.
 - iv. It will comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including procurement of licenses, permissions, certificates etc. and payment of taxes, if required.
 - v. It will provide regular updates at such intervals as may be specified by OPTCL with respect to Services provided in terms of this Order.
 - vi. It shall ensure that the Services rendered to OPTCL are of highest order, quality and standard, performance which must be commensurate with the expectations of OPTCL.
 - vii. It shall not use the name and / or logo of OPTCL in any manner either for credit arrangements or otherwise. It is agreed that OPTCL will not in any way be responsible for the debts, liabilities or obligations of the Vendor and / or his employees or agents or services.
 - viii. It shall render the Services in a lawful manner.
 - ix. It shall perform and observe all rules and regulations of OPTCL as may be applicable.
 - x. It shall not do or cause to be done anything, which is prejudicial to the interest of OPTCL or whereby the business or reputation of OPTCL may be injured or damaged.
 - xi. It shall not assign this Order and or any of its obligations under this Order to any third party without the prior written consent of OPTCL.
 - xii. It shall not enter into any agreement with any contractor or sub-contractor in connection with the Services to be provided under the terms of this Order without the prior written consent of OPTCL.
 - xiii. It shall in a proficient and diligent manner perform all the Services.
 - xiv. Any liability arising out of any accident or otherwise due to death or bodily injury or damage of property belonging to vendor's personnel or OPTCL's property will be on Vendor's account. OPTCL will not be responsible for any such liabilities.
 - xv. The Vendor has inspected the site of work and its environment and are acquainted with the actual working and other site conditions. The Vendor, therefore, shall be solely responsible for all risks, contingencies and circumstances which may affect the work covered under this Order and no claim whatsoever on this account shall be made against OPTCL. The Vendor shall settle legal problems, if any, independently.

Section II. Eligibility Criteria

The Bidder (Individual Bidder/ Consortium/JV) must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as eligibility criteria for Bidder interested in undertaking the project. The Bidder must also possess the technical know-how and the financial stability that would be required to successfully establish/execute this project. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

Sl. No.	Criteria	Mandatory Documents
1	<p>The bidder should be a Trust or company or partnership firm or limited liability partnership firm registered under the relevant Indian Statutes.</p> <p>The bidder should have been in the business of drone based inspection/survey at least for the last 3 years.</p>	<p>Certificate of Incorporation and copy of Memorandum and Articles of Associations of the company evidencing that they are working in the drone based inspection/survey business for the last three years should be attached.</p>
2	<p>The bidder should be a profitable organization during last three (03) financial years (FY) i.e. for 2020-21, 2021-22 & 2022-23.</p>	<p>To comply this financial QR the bidder must submit copy of audited Annual Accounts including Balance Sheet, Profit & Loss account from a practicing Chartered Accountant (Having UDIN No) for the last 03 financial years i.e. for 2020-21, 2021-22 & 2022-23.</p>
3	<p>The Minimum Average Annual Turnover (MAAT) requirement of the bidder (The Average of Best Three Financial Years out of the Last Five Financial Years preceding to the year of IFB) as indicated in the following Table- (Fin-1) shall not be less than Rs. 15,00,00,000.00. In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover.</p>	<p>Copy of the audited annual accounts of the company showing turnover of the company for the last three financial years supported by Chartered Accountant (Having UDIN No) certificate for Net-worth and turnover (MAAT).</p> <p>Information with authorized signature to be submitted as per Table: (FIN - 1).</p>
4	<p>Bid Capacity or Net working capital or access to credit facilities (unutilized portion) on the date of NIT should not be less than Rs. 4,00,00,000/- (Rupees Four Crores Only) for the last financial year.</p>	<p>Copy of the audited annual accounts of the company showing turnover of the company for the last three financial years supported by Chartered Accountant (Having UDIN No) certificate for Net-worth and turnover (MAAT).</p>

Sl. No.	Criteria	Mandatory Documents
		Information with authorized signature to be submitted as per Table: (FIN - 2), Table: (FIN - 3), Table: (FIN - 4) and Table: (FIN - 5).
5	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on bid submission date.	Undertaking in this regard by the authorized signatory of the bidder.
6	The Bidder must have PAN Card, GSTIN, Registration under labor laws & contract act	Valid Scanned Copies of the PAN Card, GSTIN, Registration under labor laws & contract act of the Bidder
7	The bidder should submit power of attorney certifying the authorized signatory	Power of Attorney executed by the Bidder in favor of the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender. Board resolution also to be submitted in favor of Power of Attorney.
8	The bidder shall hold necessary current and valid operating permit(s)/ certificate(s)/ license(s) issued by Directorate General of Civil Aviation to provide Drone services in India on commercial basis.	Relevant proofs from DGCA / Digital Sky should be submitted.
9	The bidder should have at least 10 DGCA Type Certificated Drones (as required for this project) registered in DigiSky.	Relevant proofs from DGCA / Digital Sky should be submitted.
10	The Bidder must have on its roll at least 15 DGCA certified pilots.	Relevant proofs from DGCA / Digital Sky should be submitted. Company payslip and employee ID card should be furnished.
11	The Bidder must have on its roll at least 4 Degree Electrical Engineers.	Relevant proofs should be submitted. Company payslip and employee ID card should be furnished.
12	The bidder should have prior experience of executing Drone based inspection/survey Projects in last three years having cumulative work order value not less than 4 Crores.	a. Copy of Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. b. Certification on client letterhead/Performance certificate as proof of services provided for the last 3 financial years needs to be submitted c. Submit suitable, verifiable evidence to demonstrate the experience.

Sl. No.	Criteria	Mandatory Documents
13	The Bidder having valid ISO 27000, ISO 9001:2008 CMM Level 3/CMMI level 5 certification as on bid submission date will be given preference.	Copy of the valid ISO/CMMI certification
ss	The Bidder having on its roll at least 2 DGCA certified Instructor will be given preference.	Relevant proofs from DGCA / Digital Sky should be submitted. Company payslip and employee ID card should be furnished.
15	Bidder having prior experience in Land Scheduling / LIDAR based Survey will be given preference.	a. Copy of Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. b. Certification on client letterhead/Performance certificate as proof of services provided for the last 3 financial years needs to be submitted c. Submit suitable, verifiable evidence to demonstrate the experience.

Note:

1. Sub-Contracting is strictly not allowed.
2. In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant (Having UDIN No) shall also be considered acceptable.
3. All the documents to be submitted must be self - attested with company seals.

JOINT VENTURE BIDS:

Financial Criteria:

In case a bid is submitted by a Joint Venture (JV) (Max. 2) as partners, joint venture must comply the following minimum criteria: All the partners of the JV shall meet individually the Financial Position criteria given as below:

Joint Venture Partners together should meet 100% of the financial qualifying requirement.

Lead Partner of the Joint Venture shall meet at least 50% of the financial criteria and other partner shall meet at least 25% of the financial criteria as mentioned in financial criteria clause.

Joint Venture Qualification:

Bid submitted by a Joint Venture Bidder shall have following qualifying requirement:

Sl. No.	Qualifying Requirements	Proposed
01	Status of Joint Venture Partners	All Partners of Joint Venture shall be domiciled companies in India. All partner of the Joint Venture shall hold necessary current and valid operating permit(s)/ certificate(s)/ license(s) issued by Directorate General of Civil Aviation to provide Drone services in India on

		<p>commercial basis.</p> <p>Both the partners of the Joint Venture together shall meet the complete requirement mentioned above (sl. 1 to 12).</p> <p>Such Joint Venture shall be formed through Joint Venture Agreement as per the format and manner specified in the Tender Documents.</p>
02	No. of Partner(s)	Maximum number of Partners in a Joint Venture for a Package is limited to Two (02) only including the lead partner.
03	Technical Qualification Criteria (Sl. No. 8 to 12)	<p>1) Joint Venture Partners together should meet 100% of the technical qualification requirements.</p> <p>2) The Lead Partner of the Joint Venture shall meet the technical qualification mentioned in Sl. No 8, 10, 11 and 12.</p>
04	Financial Criteria (Sl. No 2 to 4)	<p>1) Joint Venture Partners together should meet 100% of the financial qualifying requirement mentioned above at (Sl. 2 to 4)</p> <p>2) Lead Partner of the Joint Venture shall meet at least 50% of the financial qualifying requirement mentioned above at (sl. 2 to 4) and other partner shall meet at least 25% of the financial criteria as mentioned above at (sl. 2 to 4)</p>
05	Contract Performance Bank Guarantee	The performance security of a joint venture shall be in the name of Joint Venture (CPBG of 10% of the Contract Price).
06	Statutory Valid Documents	<p>Partners of the Joint Venture should submit the following documents as part of qualifying criteria.</p> <p>“Board Resolution towards forming of Joint Venture and Power of Attorney to sign the tender document.”</p>
07	Lead Partner of Joint Venture	One of the partners fulfilling the Technical and financial qualifying criteria prescribed for lead partner shall be nominated as Lead Partner by the Joint Venture and the lead partner shall be exclusively authorized to incur liabilities and receive instruction for and on behalf of Joint Venture and its other partner. This authorization shall be evidenced by submitting a power of attorney and Joint Venture agreement signed by legally authorized signatories of the partners as per Proforma.
08	Liability of the Joint Venture Partner(s)	All partners of the Joint Venture shall be jointly and severally liable for the execution of the Contract.
09	Conflict of Interest	A Partner of a Joint Venture Bidder shall not have a

		<p>conflict of interest with the other Partner of the Joint Venture. A Joint Venture Bidder may be considered to have a conflict of interest with other bidder in this bidding process, if:</p> <p>a. A Partner of one Joint Venture is also a Partner in another Joint Venture participating in this bidding process, or</p> <p>b. Any Partner of the Joint Venture bidder participates independently in this bidding process, or</p> <p>c. The Joint Venture Bidder has a relationship with another Joint Venture, directly or through common third parties, that puts them in a position to have access to information about or influence on the bidding process of the OPTCL, or</p> <p>d. The bidder or any of its affiliates or in the case of Joint Venture, any of the Joint Venture partner or their affiliates has participated as a consultant in the preparation of the design or technical specifications of the equipment and installation Services that are the subject of the bid. or</p> <p>e. A bidder or any of its affiliates has been hired (or is proposed to be hired) by the OPTCL as Project Manager/Engineer for the contract.</p> <p>In case of conflict of interest all the concerned bidders shall be disqualified & their bids shall be summarily rejected.</p>
10	Bid Capacity	In case of Joint Venture, the bid capacity shall be considered as Balance Bid Capacity (in Rs) = 3T-B of the partners together, which shall be evaluated by OPTCL based on the information furnished by the bidder as per the format Table: (FIN - 4) & Table: (FIN - 5) as per the modality mentioned below.
11	Net worth	Both JV partners should meet Net worth criteria. Net worth of JV bidder as per the audited financial results should be positive for the last three (03) financial years.

Note:

- ✓ The bidder should submit an agreement for Joint Venture duly notarized so as to be legally valid and binding on the partners / members.
- ✓ The agreement should contain precise demarcation of the responsibility of both the partners of the Joint Venture in respect of planning, design, supply, construction equipment, key personnel, work execution and financing of the project duly indicating the percentage in financing / profit sharing of

Joint Venture by each partner. However, notwithstanding any arrangement in the JV agreement, both partners of the Joint Venture shall be jointly and severally liable for the execution of the Contract.

- ✓ This agreement shall be irrevocable and valid till successful completion of the contract.
- ✓ The joint Venture must satisfy collectively the Criteria above for which purpose the relevant figure of average annual turnover and liquid assets / credit facilities for each of the partners of the JV shall be added together to arrive at Joint Venture total capacity.

BID CAPACITY QUALIFICATION:

The bidder shall meet the following bid capacity Qualification Criteria before his bid is considered for opening of the price bid.

Bidder's Bid Capacity:

- ✓ The Bid capacity should be equal to or more than 4Cr.
- ✓ The bid capacity of the bidder shall be considered as $3T-B$ where.
T = Maximum value of Annual Turnover in any one financial year during the last 5 financial years reckoned from the year of IFB
B=Value of residual existing commitments of works* (as mentioned below) yet to be completed on Annualized basis, as on the 1st date of quarter of the financial year in which the bids are opened, which shall be evaluated by OPTCL based on the information furnished by the bidder as per the format Table: (FIN - 4) & Table: (FIN - 5)

(Example: If a contract awarded is to be completed within Two years, then the residual existing commitments of works shall be divided by two to arrive at the Annualized value, if there is no delay in execution of work beyond the original scheduled completion time. In case the execution of work is delayed beyond the original scheduled completion time, then the residual existing commitments of works shall be same as the remaining residual existing commitments of works to be executed.)

Note: A statement in this regard for residual existing commitments of works should be submitted along with the Techno-commercial bid and should be signed by a Practicing Chartered Accountant.

Bidder's Participation in the bid:

A bidder may participate in the bidding subject to meeting the bid capacity criteria.

Bidder's Price Bid Opening Eligibility based on the Bidder's Bid Capacity Qualification:

The bidder shall be eligible for opening of the Price Bid based on the available bid capacity defined as under;

Available bid capacity:

Balance Bid Capacity (in Rs.) = $3T - B$, where

T = Maximum value of Annual Turnover in any one financial year during the last 5 financial years reckoned from the year of IFB.

B = Value of residual existing commitments of works* (as mentioned below) yet to be completed on Annualized basis, as on the 1st date of quarter of the financial year in which the bids are opened.

Works*:- Drone based Survey or inspection.

Note:

In respect of (B) above for Joint Venture, share of each partner would be as per their respective scope in the Joint Venture Agreement. In absence of the same, it would be considered as equal.

Table: (FIN - 4)
(Bidder's Bid Capacity Schedule)
 (Name of Bidder or Joint Venture Partner)

Sl. No.	Financial Year	For Single entity	For Joint Venture		
		Maximum value of Annual Turnover in any one financial year during the last 5 financial years (In Rs. Cr.)	Maximum value of Annual Turnover in any one financial year during the last 5 financial years of the Lead Partner (In Rs. Cr.)	Maximum value of Annual Turnover in any one financial year during the last 5 financial years of the Other Partner (In Rs. Cr.)	Total (In Rs. Cr.)
1					
2					

Table: (FIN - 5)
 (Name of Bidder or Joint Venture Partner)

Total Value of residual existing commitments of works for Drone based survey and inspection Orders placed by OPTCL and Other Organizations

Sl No	Name of organization	Description of work	Work order No. & date	Work order value incl. taxes in INR	Original scheduled completion period in Years	Is there is any delay in completion period (Yes/No)	Value of residual existing commitments of works incl taxes in INR	Annualized Value of residual existing commitments of works incl taxes in INR
1								
2								
3								
4								

(To be submitted separately for Lead & Other partner in case of JV)

NET WORTH CRITERIA

Net worth of bidder as per the audited financial results should be positive for the **last three (03)** financial years.

- Net Worth means the sum total of the paid-up share capital and free reserves (excluding reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation & Capital Reserve) net of P&L A/C (Dr. balance) and miscellaneous expenses to the extent not adjusted or written off, as per Section 2(57) of the Companies Act 2013.

Table: (FIN - 3)
(Net Worth Schedule as on Dt)
(Name of Bidder or Joint Venture Partner)

Sl. No.	Particulars	Amount (In Rs. Crore)
1	Paid-up share capital	
2	Free Reserves excluding the reserves created out of the following; Revaluation of assets. Write Back of depreciation Provisions. Amalgamation. Capital Reserve	
3	Less, P&L A/C (Dr. balance)	
4	Less, Miscellaneous expenses to the extent not written off.	
5	Total: (5=1+2-3-4)	

Note:

- (a)** The above Table: (FIN - 3) of the Bidder(s) to be certified by Practicing Chartered Accountant (PCA) /Cost and Management Accountant (CMA).
- (b)** In case of Joint Venture above (Fin-3) of the Bidder(s) shall be furnished independently by each partner duly certified by Practicing Chartered Accountant (PCA) /Cost and Management Accountant (CMA).

MINIMUM AVERAGE ANNUAL TURNOVER: (MAAT)

The Minimum Average Annual Turnover (MAAT) requirement of the bidder (The Average of Best Three Financial Years out of the Last Five Financial Years preceding to the year of IFB) as indicated in the following Table (Fin - 1) shall not be less than Rs. 15,00,00,000.00. In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover.

Note:

- In case of bidder participated through Joint Venture, the MAAT shall be considered together. The bidder has to furnish the Annual Turnover of the company based on audited accounts of the last Five Financial Years.
- In case of Joint Venture, Table: (Fin-1) of the Bidder(s) shall be furnished independently by each partner.

**Table: (FIN - 1)
(MAAT Schedule)**

(Name of Bidder or Joint Venture Partner)

Sl. No	Financial Year	Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)	Best Three Years Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)
1			
2			
3			
4			
5			
A = Total of best 3FY Annual Turnover			
B = (A/3) Average of Annual Turnover for best 3FY			

Note 1- “Annual gross revenue from operations/gross operating income as incorporated in the profit & loss account excluding other operative income / other income”.

Note 2: - In case bidder is a holding company, the Financial Position criteria above shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the Financial Position criteria above shall be that of subsidiary company only (i.e. excluding its holding company).

2.2 LIQUID ASSETS AND ACCESS TO CREDIT FACILITY:

Bidder shall be financially sound and stable. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility (both Fund & Non-Fund based) available from bank(s) duly certified by the Bank(s), within one Month prior to the date of originally scheduled date of bid opening as indicated in the following format (Fin – 2) should not be less than 15% (Fifteen Percent) of estimated cost of the package(s)/works. For this purpose, the liquid Assets and Un-Utilized Credit facilities of Partners of Joint Venture shall be considered together.

Note: Liquid Assets and Credit facilities (Un-Utilized) are applicable independently for each package irrespective of the no. of packages in which bidder has participated.



(PROFORMA FOR BANK BALANCE, FIXED DEPOSITS AND AVAILABILITY OF CREDIT FACILITIES)

Table: (FIN - 2)

(BANK CERTIFICATE)

This is to certify that M/s. (Full Name & Address), who are submitting their bid to OPTCL against their Tender Specification vide Ref. No.....& Dateis our Customer for the past..... Years.Their financial transactions with our Bank have been satisfactory. Their Current A/c Balance & Fixed Deposit Balance as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF ACCOUNT (CURRENT/FD/RD/ANY OTHER)	ACCOUNT NUMBER	BALANCE as on Dt..... (Rs. in Cr)

They enjoy the following fund based and non-fund based limits (Cash Credit, Bank Guarantees, L/C and other credit facilities) with us against which the extent of utilization as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	UTILISATION AS ON DATE	AVAILABLE AS ON DATE(Rs. in Cr)

This letter is issued at the request of M/s -----

Sd/-

Name of Bank.....

Name of Authorised Signatory

Designation

Phone No.

Address

SEAL OF THE BANK.

N.B. : To be issued by the Issuing Bank in their Letter Head.

Note: The above Table: (FIN - 2) should be submitted by the bidder.

Note: Bidder shall have Liquid Assets (LA) and/or evidence of access to or availability of credit facilities of not less than **Rs 4,00,00,000.00** Or equivalent. Bidders to qualify for more than one package, their financial position specified above shall not be less than the sum of the requirement for the packages they propose to qualify for (strike through if not applicable).

Evaluation Methodology

Guidelines to Bidders

- i. Alternate/Multiple bids are not allowed
- ii. The evaluation team will thoroughly review the proposals submitted by various bidders. The broad evaluation will be based as following:-
 - a. Technical Evaluation : 70% Weight
 - b. Financial Evaluation: 30% Weight
- iii. Purchaser may ask each qualified bidder to demonstrate their expertise by capturing the RGB/Thermal Images and short videos inline with the project scope of work for particular 5 numbers of towers, which will be part of the technical evaluation. The bidder wise date and time of inspection will be notified to the
- iv. Each of the bidder shall submit all the photos/ videos and analytic reports of the above 5 Towers within 2 working days to OPTCL from the date and time of respective bidders inspection.
- v. Purchaser may ask the bidder to give a Power Point Presentation (PPT) on overall inspection with respect to the scope of work.
- vi. Based on multiple parameters, the evaluation team will calculate the technical evaluation score for each bidder at the end of technical evaluation phase.
- vii. OPTCL, in observance of best practices, shall:
 - a. Maintain the bid evaluation process strictly confidential
 - b. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption
 - c. Strictly apply only and all of the evaluation and qualification criteria specified in the Bid document.
- viii. Financial requirement/ certification of the primary bidder will be considered and financials of parent company / holding company / Partner Company etc. will not be considered. Consolidated financial statements of the bidders will also not be considered.
- ix. If any project / contract involve multiple subsidiaries, it will be treated as only one credential / experience.
 - x. Credentials of the holding/parent/subsidiary companies shall not be considered.
 - xi. Cut-off date for calculating number of years shall be the date of bid submission
- xii. The Purchaser will have the right to independently contact and verify the accuracy of credentials with Bidder's end-client. Bidder will have to provide necessary details as per the requirement of the Purchaser.
- xiii. Bidders are required to fill and submit (upload) "Techno-Commercial Proposal sheet" along with all the supporting documentary proof with page reference number of the document submitted. Only those pages will be considered for evaluation.
- xiv. Bidders are requested to submit all the documentary evidence in support of the qualification criteria and evaluation of the bid after thorough analysis of the tender document and requirement of the criteria mentioned in the tender. It may be noted that no further clarification shall be sought from bidders after opening of the techno-commercial bid.

"Single Stage – Two part" Bidding Procedure

In the Single-Stage: two part bidding procedure, Bidders should submit two proposal simultaneously, one containing the Technical Proposal and the other the Price Bid. Initially, only the Technical Proposals shall be opened at the date and time advised in the Bidding Document. The Price Bids will remain unopened. The Technical Proposals shall be evaluated by the Purchaser. No amendments or changes to the Technical Proposals are permitted. The objective of the exercise is to allow the Purchaser to evaluate the Technical Proposals without reference to price.

Bids of Bidders which do not conform to the mandatory requirements may be termed as non-responsive and will not be evaluated further.

Evaluation of price bids will be on the basis of the FOR DESTINATION PRICE including Goods and Services Tax & other levies as may be applicable. The FOR PRICE shall consist of the following components:

- a. Taxable value of service offered. (At the discretion of the purchaser)
- b. Goods and Services Tax
- c. Other levies, if any.
- d. Any other items, as deemed proper for evaluation by the purchaser.
- e. Any imposition of new tax or revision of tax shall be considered between due date of submission of bids and the date of price bid opening.

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with Scope of the Work, minimum qualification criteria, outright rejection clause of this tender, experience, financial soundness, record of integrity in dealings, performance, the time of delivery, capability to perform including available facilities such as adequate manpower, expertise & experience in Drone Based Inspection/Survey project.

Criteria for Outright Rejection:

- a. Non-submission of Documentary proof of submission Tender Cost, payment of Tender Processing Fees through e-payment mode.
- b. Non-submission of Power of Attorney (Authorized Signatory) notarized copy for signing the bid document in hard copy.
- c. Non-submission of undertaking that the bidder(s) meeting the minimum eligibility criteria of the tender.

Technical Evaluation

The Technical evaluation will be based on the following Technical Evaluation Parameters

Note: Bidders need to score **minimum 45 (Forty Five) marks in Technical evaluation** to qualify for subsequent financial evaluation.

Srl. No.	Criteria	Description	Maximum Marks	Marks Distribution	Supporting Document Required
1	Organization's Financial Strength	The Minimum Average Annual Turnover (MAAT) of the bidder during last three (03) financial years (FY) i.e. for 2020-21, 2021-22 & 2022-23. shall be at least Rs. 15,00,00,000/-	10	The Minimum Average Annual Turnover (MAAT) of the Bidder along with positive net worth in each of the year shall be considered. MAAT above INR 15 Cr and up to INR 20 Cr = 6 Marks MAAT above INR 20 Cr	Copy of the audited annual accounts of the company showing turnover of the company for the last Three financial years supported by Chartered Accountant

Srl. No.	Criteria	Description	Maximum Marks	Marks Distribution	Supporting Document Required
		(Rupees Fifteen Crores) only		and up to INR 25 Cr = 7 Marks MAAT above INR 25 Cr and up to INR 30 Cr = 8 Marks MAAT above INR 30 Cr = 10 Marks	certificate for Net-worth and turnover (MAAT) clearly mentioning the turnover.
2	Availability of DGCA Type Certificated Drones	The bidder should have at least 10 DGCA Type Certificated Drones (as required for this project) registered in DigiSky.	10	No of DGCA Type certified Drone Between: 10 to 15 : 6 Marks 16 to 20 : 7 Marks 21 to 25 : 8 Marks More than 25 : 10 Marks	Relevant proofs from DGCA / Digital Sky should be submitted.
3	Availability of DGCA certified pilots.	The Bidder must have on its roll at least 15 DGCA certified pilots.	10	No of DGCA certified Drone Pilot Between: 15 to 20 : 6 Marks 21 to 25 : 7 Marks 26 to 30 : 8 Marks More than 30 : 10 Marks	Relevant proofs from DGCA / Digital Sky should be submitted. Company payslip and employee ID card should be furnished.
4	Prior Experience in executing Drone based inspection or survey	The bidder should have prior experience of executing Drone based inspection/survey Projects in last three years having cumulative work order value not less than 4 Crores.	20	Cumulative work order value Between: 4 Cr. to 6 Cr. : 12 Marks 6 Cr. to 8 Cr. : 14 Marks 8 Cr. to 10 Cr. : 16 Marks 10 Cr. to 12 Cr. : 18 Marks More than 12 Cr. : 20 Marks (The cost of the Work Order executed in the state of Odisha or in Transmission utility, shall be considered as 125% of the original WO Value. eg. If an	a. Copy of Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. b. Certification on client letterhead/P performance certificate as proof of services provided for the last 3

Srl. No.	Criteria	Description	Maximum Marks	Marks Distribution	Supporting Document Required
				original WO cost is 2Cr. and executed in Odisha/Transmission Sector, then the value of the W.O will be considered as 2.5Cr. and accordingly the marks will be calculated)	financial years needs to be submitted c. Submit suitable, verifiable evidence to demonstrate the experience.
5	Demonstration of expertise w.r.t Project Scope	<p>Capturing the RGB/Thermal Images and short videos in line with the project scope of work for particular 5 numbers of towers suggested by OPTCL.</p> <p>Submission of all the photos/ videos and analytic reports of the above 5 Towers within 2 working days to OPTCL.</p> <p>Power Point Presentation (PPT) on overall inspection with respect to the scope of work.</p>	30	<p>Minimum Qualifying Mark is: 15</p> <p>Evaluation committee will scrutinize and evaluate.</p>	Submission of all the photos/ videos and analytic reports of the above 5 Towers within 2 working days to OPTCL
3	Availability of Electrical Engineers	The Bidder must have on its roll at least 4 Degree Electrical Engineers.	10	1.5 marks for each electrical engineer and 2 Marks for each Electrical Engineers having valid EHT License and maximum total marks for this category will be 10.	<p>a) Relevant proofs from Educational Qualification and Certification.</p> <p>b) Company payslip and employee ID</p>

Srl. No.	Criteria	Description	Maximum Marks	Marks Distribution	Supporting Document Required
					card should be furnished.
3	Availability of DGCA certified Instructor.	The Bidder having on its roll at least 2 DGCA certified Instructor will be given preference.	3	1 Marks for each DGCA certified Instructor and maximum total marks for this category will be 3.	Relevant proofs from DGCA / Digital Sky should be submitted. Company payslip and employee ID card should be furnished.
8	Having Prior experience in Land Scheduling / LIDAR based Survey	Bidder having prior experience in Land Scheduling / LIDAR based Survey will be given preference.	7	For each successfully completed Works will carry 3.5 Marks and maximum marks for this category will be 7.	a) Copy of Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. b) Certification on client letterhead/Performance certificate as proof of services provided for the last 3 financial years needs to be submitted c) Submit suitable, verifiable evidence to demonstrate the experience.

Financial Evaluation

1. The Purchaser shall evaluate Price Bids of each Bid for which the Techno-Commercial Proposal has been determined to be responsive.
2. Bidders are allowed to quote +-25% of the estimated project cost, otherwise the price bid will be considered as non-responsive
3. To evaluate a Techno-Commercial Proposal, the Purchaser shall only use all the criteria and methodologies defined above (D.5) and any other approach specified in the bid document.
4. To evaluate a Price Bid, the Purchaser shall consider the following:
 - a. Bid Price quoted in Price Bid Submission Sheet i.e. inclusive of all duties, levies and taxes.
 - b. Price adjustment for correction of arithmetic errors in accordance with ITB Clause.

D.7 Comparison of Bids

Price bids of those bidders who qualify the technical evaluation will be opened. A min of 45 mark out of total 80 marks has to be scored to qualify in the technical evaluation. The commercial scores will be calculated as:

$$F_n = F_{min} / F_b * 100$$

Where:

(F_n = Normalized financial score of the bidder under consideration

F_b = Evaluated cost for the bidder under consideration

F_{min} = Minimum evaluated cost for any bidder

Evaluation of Bid – Final Evaluation

The overall score will be calculated as follows:

$$\text{Final Score} = 0.70 * T_n + 0.30 * F_n$$

Where:

T_n = Technical score for the bidder under consideration

F_n = Normalized financial score of the bidder under consideration

Note:

- 1) Maximum possible Final Score can be 100. Final Score will be rounded-off to nearest two decimals. For example, 92.326 will be rounded-off to 92.33; 87.584 will be rounded-off to 87.58; 85.665 will be rounded-off to 85.67
- 2) The Bid having highest final score will be termed as highest evaluated bid.
- 3) The Contract shall be awarded to the Bidder with highest Final Score as computed above. In case of a tie between two bids, the Bid with higher Technical Score shall be considered for award of the Contract
- 4) e-Reverse Auction is applicable to this tender. The detail procedures of e-Reverse Auction is available in Section-VII.

Section III. Terms of Payment

In accordance with the provisions of OPTCL, the Purchaser shall pay the Vendor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Vendor may make applications for payment in respect of part deliveries as work proceeds.

Vendor shall raise the invoices as per the below delivery schedules.

- Payments will be released only on satisfactory acceptance of the deliverables for each delivery.
- All Payments shall be made in Indian Rupees Only.
- Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission and acceptance of invoice.
- The validity of the respective PBGs/BGs shall be verified and established before releasing any payment to the Vendor.
- In case of late delivery by the Vendor, the entire cost and/or time over-run shall be the responsibility of the Vendor and shall be borne by him only, if it is not attributed to OPTCL.
- If any delivered services is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Vendor, till such product is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- Any bank commission will have to be borne by the Vendor. The Bank charges involved in making the payment will be to the account of the Vendor. For delayed payment, the OPTCL will not pay interest on any account.

1. TERMS OF PAYMENT

Price after applicable statutory deductions shall be released within 45 days from the date of submission of bills in proper form along with following documents:-

- [a] GST Invoice in Triplicate
- [b] Certificate of successful completion of drone inspection issued by respective Line in-charge/consignee [JC – Joint Certificate].
- [c] Taking-Over Certificate (TOC) issued by Respective Line in-charge/ consignee.

1.1 Payment towards Price adjustment

Prices are on FIRM & FIXED PRICE Basis.

1.2 Payment towards Taxes and Duties

Taxes and duties applicable as per Indian Tax laws, concerning Supply of Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer along with Progressive Payment.

All GST payment shall be against GST invoices/debit notes raised by the Supplier as specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Supplier fails to provide the invoice/debit

note in the form and manner prescribed under the GST Act and Rules, the Purchaser shall not be liable to make any payment against such invoice/debit note.

Payment towards taxes & duties shall be released by the Purchaser directly to the Vendor.

2. PAYMENT PROCEDURES

2.1 Method of Payment

OPTCL shall make payments within Forty Five (45) days of submission of an invoice/claim by the Vendor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All payments to be made directly to the Vendor shall be made by the OPTCL through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract. However, a request for payment to be released through cheque shall be considered on case to case basis and merit of the same.

3. TIME SCHEDULE & PAYMENT SCHEDULE

Sl No	Component	Deliverables	Time Schedule from LOA date and payment schedule(Time)
1	Submission of Image/Short Video Line wise	RGB/Thermal Images & Videos of Towers & Lines	Approximately 120 Towers per day by 8 teams, so the works (as per scope of work) can be completed within 4 Months from the issuance of award of the work.
2	Submission of Reports Line Wise	Analytical Reports	Approximately 120 Towers per day by 8 teams, so the works (as per scope of work) can be completed within 4 Months from the issuance of award of the work.

The Vendor may submit bills monthly/quarterly for all the completed lines along with all deliverables, JMC and TOC. The Invoice Processing will be done as per the terms of Payment mentioned above.

Section IV. General Conditions of Contract (GCC)

01	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, TENDER document, bidders offer, letter of award, correspondences between the Odisha Power Transmission Corporation Limited and Bidder(s).
02	Definition	2.1	“ The Owner ” shall mean the ODISHA POWER TRANSMISSION CORPORATION LTD. or OPTCL include its legal representatives, successors and assigns.
		2.2	“ e-TENDER ” i.e. “e-Tender Document” shall mean document consisting of ITB, BID Data Sheet, Eligibility Criteria, Scope of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and .xls sheet floated in the website/tender portal of the owner any amendments there to.
		2.3	“ Bid ” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS in the Attach.pdf and .XLS sheet uploaded in the tender portal of the OPTCL in pursuance to TENDER document.
		2.4	“ Bidder ” shall mean the vendor participating in the bid floated by the Odisha Power Transmission Corporation Limited for drone inspection.
		2.5	“ Assignment ” shall mean the assignment for “Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having Apx. 3335.00 Route KM and Apx. 10860 towers (11 No of 400KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines)”.
		2.6	“ LOA ” i.e. “Letter of Award” shall mean the official notice issued by Odisha Power Transmission Corporation Limited notifying the Bidder that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.7	“ Month ” shall mean the calendar month and “ Day ” shall mean the calendar day.
		2.8	“ Contract ” shall mean the agreement signed by the authorized representatives of Odisha Power Transmission Corporation Limited and the Selected Vendor covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.9	“ Effective Date of the Contract ” shall mean the date of issue of Letter of Award for procurement of service towards “Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having Apx. 3335.00 Route KM and Apx. 10860 towers (11 No of 400KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines)”
		2.10	“ Contract Period ” shall be from the date of issue of Letter of Award till the closure of the project and extensions, if any.

		2.11	Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price which shall include packing, forwarding freight, Insurance, Excise Duty, Sales Tax and any other taxes and duties as applicable.
		2.12	Vendor shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidder's legal representatives, successors and permitted assigns.
		2.13	Other Terms & Expression Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the ODISHA General Clauses Act (1897) including amendments thereof, if any.
03	Guidelines for the Bidder	3.1	The Bidder shall examine the instructions to Bidders, General Conditions of Contract, Specification, the Schedules of Quantity and delivery and rest of the bidding document to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price (s) according to his own allowances except as otherwise provided therein will be levied.
		3.2	The owner shall not be responsible for any misunderstanding or incorrect information obtained by the vendor other than information given to the vendor in writing by the owner.
04	Patent Rights etc.	4.1	Any dispute arising in respect of copy right act for the services, documents and certificates provided by the vendor and received by the owner shall be the responsibility of the vendor and the owner in no way shall be held responsible in any form or court of law in this regard.
05	Joint Venture/ Consortium	5.1	Joint Venture is allowed. JV bidders shall submit the 1. Form of power of attorney for joint venture 2. Form of undertaking by the joint venture partners
06	Vendor's Obligation	6.1	The Vendor is obliged to work closely with the Owner's staff, act within its own authority and abide by directives issued by the Owner during implementation activities.
		6.2	The Vendor will abide by the job safety measures prevalent in India and will free the Owner from all demands or responsibilities arising from accidents or loss of life during execution of the project. The Vendor will pay all indemnities arising from such incidents and will not hold the Owner responsible or obligated.
		6.3	The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
		6.4	The Vendor will treat as confidential all data and information during the execution of his responsibilities and will not reveal such information to any other party without the prior written approval of the Owner.
7	Contract's Default Liability	7.1	The owner may upon written notice of default to the vendor terminate the contract in circumstances detailed here under. i. If in the judgment of the owner, the vendor fails to make delivery of deliverables within the time specified in the

			<p>contract or within the period for which extension has been granted by the owner, to the contractor.</p> <p>ii. If in the judgment of the owner, the vendor fails to provide service with any of the other provisions of this contract.</p>
8	Rejection of Services	8.1	<p>In the event on any of the service/deliverables provided by the Vendor is found irrelevant and erroneous or otherwise not satisfactory with the requirements of the contract specification, the owner shall reject the Services/deliverables and request the Vendor in writing to rectify the same. The contractor on receipt of such notification shall either rectify or resubmit the required deliverables free of cost to the owner. If the Vendor fails to do so within 30 days of written notice, the owner may:</p> <p>i. Terminate the Vendor for balance work/services, with enforcement of penalty as per contract.</p> <p>ii. The Vendor shall not be allowed any extension in contract completion period due to time taken to replenish the rejected service/deliverable.</p>
9	Extension of Time	9.1	<p>If at any time during performance of the Contract, the Vendor encounter conditions impeding timely completion of Services as per "Scope of Work", the Vendor shall promptly notify Odisha Power Transmission Corporation Limited in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Vendor's notice, Odisha Power Transmission Corporation Limited shall evaluate the situation and may at its discretion extend the vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p>
		9.2	<p>Except in case of Force Majeure, as provided under GCC Clause-11 or where the delay in delivery is caused due to any delay or default of the Odisha Power Transmission Corporation Limited, any extension granted under the clause shall not absolve the Vendor from its liability to pay liquidated damages pursuant to GCC Clause- 10.</p>
10	Price Reduction Schedule	10.1	<p>Except as provided under GCC Clause-11 , if the Vendor fails to perform any or all of the Services within the period specified in the Contract (as per the scope of work -Deliverables, Timeliness & payment), Odisha Power Transmission Corporation Limited may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as a sum equivalent to 0.5% of the value of the Services, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price.</p>
11	Force Majeure	11.1	<p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lock outs or other industrial action are within the power of the Party invoking</p>

			Force Majeure to prevent), confiscation or any other action by government agencies.
		11.2	Force Majeure shall not include: a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub- vendor or agents or employees, nor b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
		11.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		11.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		11.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
		11.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure
		11.7	The decision of the Odisha Power Transmission Corporation Limited with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Vendor.
		11.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		11.9	Not later than thirty (30) days after the Vendor, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
12	Confidential Information	12.1	The Vendor and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this study has been made.
		12.2	The obligation of a party under this clause, however, shall not apply to information that: (a) now or hereafter enters the public domain through no fault of that party; (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained,

			directly or indirectly, from the other party; or (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
13	Subcontracting	13.1	The Vendor shall not sub-contract any part of its obligations under the Contract. However, Vendor firm shall be allowed to hire expert(s) for the purpose of specific project assignment, for which the vendor shall bear all cost for the same.
14	Service Quality	14.1	OPTCL may reject any Service rendered or any part thereof that fail to conform to the specifications. The Vendor shall take measures necessary to meet the specifications at no cost to OPTCL.
15	Price quotation	15.1	The Vendor is requested to quote their FIRM price only for each individual item covered under price schedule. No price variation shall be entertained at any time during the contract period.
		15.2	All prices quoted must be firm and valid for 180 (One hundred and eighty) days from the date of opening of the techno-commercial bid
16	Terms of Payment	16.1	The Contract Price shall be paid on submission of invoice in triplicate and in the manner specified in the Deliverables, Timelines and Payment Terms. No invoice for extra work will be submitted by the Vendor unless the said extra work has been authorized/ approved by Odisha Power Transmission Corporation Limited in writing.
		16.2	The Vendor's request for payment shall be made to Odisha Power Transmission Corporation Limited in writing, accompanied by invoices describing Services provided, documents evidencing submission and acceptance of deliverables specified.
		16.3	Payments shall be made promptly by Odisha Power Transmission Corporation Limited not later than Forty Five (45) days after submission of an invoice along with supporting documents, subject to Odisha Power Transmission Corporation Limited's acceptance. But if the progress is not satisfactory and according to agreed work program/ schedule the payment may be withheld.
		16.4	The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.
		16.5	Payment shall be made by Odisha Power Transmission Corporation Limited, as per the price of the Letter of Awards. OPTCL may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
17	Taxes and Duties	17.1	The Vendor shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except service tax during life of this contract.
		17.2	Payment of taxes/ duties shall not be made separately in any case. However, service tax as applicable claimed by the Vendor in their invoice shall be reimbursed.
		17.3	OPTCL shall deduct TDS at the appropriate rate as per the existing law.
18	Performance Bank Guarantee	18.1	Three Nos of Performance Bank Guarantee at the rate of 10% (Ten percent) of the value of the total project cost against OPTCL shall be furnished from any Nationalized/Scheduled Bank to the

			Chief General Manager (I.T), OPTCL within 30 (thirty) days of acceptance of the work order, executed in a non-judicial stamp paper worth of Rs.100/- (Rupees Hundred) only subject to change as per ODISHA Stamp Duty Act valid for a valid for 53 months (Fifty three months) from date of acceptance of this contract as per proforma enclosed, towards security, 100% payment and performance guarantee purposes failing which the purchase order the owner may forfeit the whole amount of the Performance bank guarantee. The forfeiture of the Performance Bank guarantees shall not in any way affect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled.
		18.2	No interest will be payable on the Bank Guarantee amount.
		18.3	The Performance Bank Guarantee Formats against OPTCL to be given at the time of place of work order.
19	Change in Laws and Regulations	19.1	Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or there is any change in the place of the business that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly extended or compressed, to the extent that the Vendor has thereby been affected in the performance of any of its obligations under the Contract.
20	Suspension	20.1	The Owner may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if the Vendor fail to perform any of its obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the vendor to remedy such failure within a period not exceeding Seven (7) days after receipt by the Vendors of such notice of suspension and shall invoke contract performance guarantee.
21	Insurance	21.1	The vendor shall take and maintain at its own cost, insurance coverage against the risks of its personnel and properties relating to this assignment
22	Jurisdiction of the Contract	22.1	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.
23	Right to reject/accept any tender	23.1	The owner reserves the right either to reject or to accept any or all tenders. The owner has exclusive right to alter the quantities of materials at the time of placing final purchase order. After placing of the order the owner may defer the delivery of the materials. It may be clearly understood by the tenderer that the owner need not assign any reason for the above action.
24	Vendor's Responsibility	24.1	Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the owner, the ultimate responsibility for design of materials and satisfactory performance shall rest with the tenderers.
25	Amendment	25.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract,

			and is signed by a duly authorized representative of each party thereto.
26	Delivery	26.1	The Delivery of services relating to implementation of the project shall be in accordance with the milestones specified in the Section- III, and acceptance of the services by Odisha Power Transmission Corporation Limited.
27	Termination	27.1	Termination of Contract for Failure to Become Effective; If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two week s (2) week s' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
		27.2	Termination for Default: (a) The Odisha Power Transmission Corporation Limited may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Vendor terminate the Contract in whole or in part: i. if the Vendor fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Odisha Power Transmission Corporation Limited as per scope of work. ii. if the Vendor commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Odisha Power Transmission Corporation Limited in its absolute discretion decide) provided in a notice in this behalf from the Odisha Power Transmission Corporation Limited. iii. If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-16 of GCC. iv. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (b) In the event the Odisha Power Transmission Corporation Limited terminates the Contract in whole or in part, pursuant to GCC Clause 30, the Odisha Power Transmission Corporation Limited may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Vendor shall be liable to the Odisha Power Transmission Corporation Limited for any additional costs for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated
		27.3	Termination for Insolvency: Odisha Power Transmission Corporation Limited may at any time terminate the Contract by giving Notice to the Vendor if the



			Vendor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Odisha Power Transmission Corporation Limited.
		27.4	Termination for Convenience: Odisha Power Transmission Corporation Limited, by Notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Odisha Power Transmission Corporation Limited's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
		27.5	Consequences of Termination: Upon Termination of the Contract, the Vendor shall: (a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of Odisha Power Transmission Corporation Limited ("Exit Plan") (b)The or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, Vendor shall prepare alternate plan within two calendar days. If the second plan is also rejected or equivalent authority will provide a plan for Vendor and it should be adhered by in totality.
		27.6	The Vendor and or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
28	Dispute Resolution	28.1	Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By the owner for such purpose and abide by the decisions thereon.
		28.2	On non-settlement of the dispute, same shall be referred to the commissioner-cum secretary to Government, IT department, and energy Department of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
		28.3	Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.
29	Standard of Performance	29.1	The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and



			practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and Technical and engineering practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Odisha Power Transmission Corporation Limited.
30	Contract Agreement & NDA Sign	30.1	The successful bidder shall submit the Contract Agreement Form and Non-Disclosure Agreement Form as per “ Contract Form ” within 10 working days after issue of LOA.

Section V. Bidding Forms

FORM (F-1):
TENDER Submission Sheet
(To be submitted on Firm's letterhead)

Bidder's Name & Address

To,

Chief General Manager (IT),
Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-751022, Odisha

Sir,

Sub: Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having Apx. 3335.00 Route KM and Apx. 10860 towers (11 No of 400KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines)

TENDER Reference No. _____

I, _____, (Bidder) herewith enclose the Techno-Commercial Proposal against the subject TENDER for Appointment of my firm as the Firm.

I hereby accept and abide by the scope & terms and conditions of TENDER document unconditionally.

Yours faithfully,

Full name:

Address:

Telephone:

E-mail id:

FORM (F-2): Work Experience Certificate of Bidder

To be submitted by the bidder for deployment of manpower in the project on his Letter Head duly signed by Auth. Sign. & HR Head

#	Information Requirements	Details Submitted			
1	Name of the Person				
2	Designation in the current organization				
3	Academic Qualifications* (* Details to be provided for all the relevant degrees)	Degree	Year of Passing From - To	Institution/ University	Specialization
4	Professional Certifications with ID				
5	Total Experience (Years)				
6	Total Relevant Experience as per Scope of RFP (Years)				
7	Number of Years with the Current organization				
8	Summary of the Professional Experience (within 100 Words)				
9	Other Training & Certifications				
10	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications and experience. Name: _____ Signature: _____			



FORM (F-3):

Project Experience

The Bidder's relevant past experience should be provided as per the requirements specified for meeting eligibility criteria and Bid evaluation criteria.

Experience details should be submitted against each of the qualifying requirements.

Bidder should submit the details as per the format in the table provided below and necessary supporting documents such as work order/contract / client citation/ confirmation for work done should be closed.

#	Order placed by (full address of Purchaser)	Order No. and date	Description of order	Value of order	Date of completion of work as per contract	Date of completion of work as per Actual	Remarks indicating reasons for late finish, if any.

Signature:_____

Seal:

Full Name:_____

Address:_____



FORM (F-4):

Company's Financial Information

(To be submitted on Firm's Letter Head)

Kindly provide the following details for the Firm:

1. Name of the Firm:.....
2. Annual Turnover of the firm during last 3 financial years from India Operations based on Audited Accounts (duly certified by a Chartered Accountant).

Particulars	FY.2020-21	FY. 2021-22	FY.2022-23
Annual Turnover of the firm from India Operations (Rs. in Crore)			

Average Annual Turnover of the firm during last three FY:..... Crore

Signature of the Chartered Accountant:

Seal

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

Note:

1. Consolidated Audited Annual Reports for last three financial years have to be provided as proof for Vendor's turnover from India Operations.



FORM (F-5):

TECHNO-COMMERCIAL DEVIATIONS SCHEDULE

Bidder's Name & Address

To,
 Chief General Manager (IT),
 Odisha Power Transmission Corporation Limited.
 Janpath, Bhubaneswar-751022, Odisha

Dear Sirs,

Sub: NO Deviations to the Scope of Works, Delivery Schedule, Eligibility Criteria.

We hereby undertake that without any deviation to the Scope of Works, Delivery Schedule, Eligibility Criteria and terms and conditions contained in the TENDER towards Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having Apx. 3335.00 Route KM and Apx. 10860 towers (11 No of 400KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines).

NIT	TENDER Reference	Deviation to the Scope of Works, Delivery Schedule, Eligibility Criteria and terms and conditions contained in the TENDER.

Date:

(Signature of the Bidder)

Place:

(Printed Name)

(Designation)

(Common Seal)

Note: 1. Deviations, if any, mentioned elsewhere shall constitute Nil/No deviation.



FORM (F-6):

Acceptance of Important Terms & Conditions

Bidder's Name & Address

To,

Chief General Manager (IT),
Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-751022, Odisha.

Sub.:-----

With reference to your TENDER No. ----- dated -----for "Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having Apx. 3335.00 Route KM and Apx. 10860 towers (11 No of 400KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines)", where by confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses of TENDER are acceptable to us and we have not taken any deviation to any clauses mentioned in the tender.

We further confirm that any deviation to the any clauses found anywhere in our Bid Proposal shall stand unconditionally withdrawn, without any cost implication whatsoever to Odisha Power Transmission Corporation Limited.

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

FORM (F-7):

Reverse Auction Process Compliance

(To be incorporated in the bid document).

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,

Chief General Manager (IT),
Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-751022, Odisha.

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e-Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with company seal Name & Address

Person having power of attorney for the subject package.

Section-VI: Contract Forms



(To be executed on non-judicial stamp paper)

CONTRACT NO.:.....

THIS CONTRACT made the day of 2024, between ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) represented by the CGM (IT) OPTCL Hqrs, Bhubaneswar (hereinafter “**OWNER**” which expression shall include its successor, administrator and assigns), of the one part, and M/s represented by the, (<Address) at (Hereinafter “**the firm**” which expression shall include its successor, administrator and assigns), of the other part:

1. **WHEREAS OWNER** invited bids for Procurement of consultancy service towards Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having Apx. 3335.00 Route KM and Apx. 10860 towers (11 No of 400KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines) and has accepted a Bid by the firm, against which contract has been awarded by the OWNER forvide LOA No.:dated.....for the estimated Contract Value for the sum of Rs.....(Rupees.....Only) (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by OWNER to the Firm as indicated in this Contract, the Firm hereby covenants with OWNER to provide the Supply & Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. This agreement shall be subject to jurisdiction of the Hon’ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

IN WITNESS whereof the parties hereto have caused this Contract to be duly executed at Bhubaneswar, Dist: Khurdha, Odisha in accordance with the prevailing laws of CG on the day, month and year indicated above.

For & on behalf of OWNER:

Name:.....



Designation:

Signed by _____ (Authorized official of the M/s OPTCL)

For & on behalf of the Firm:

Name:.....

Designation:.....

Signed by _____ (Authorized official for the M/s)

In the Presence of

1. Witness – 1
(Name & Address)

1. Witness – 1
(Name &Address)

2. Witness – 2
(Name & Address)

2. Witness – 2
(Name & Address)

NON - DISCLOSURE AGREEMENT

(To be filled on non-judiciary stamp paper)

This Agreement is effective till dated____ , between Odisha Power Transmission Corporation Ltd. having its office at Janpath Road, Bhubaneswar-751022 and M/s_____, having its offices at _____. The purpose of this agreement is preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees:
 - a. To hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials)
 - b. Not to disclose any such Proprietary Information or any information derived therefrom to any third person
 - c. Not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party
 - d. Not to copy or reverse engineer any such Proprietary Information.
 2. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.
 3. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after ----- years following the disclosure thereof or any information that the Receiving Party can document
 - a. is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or
 - b. was in its possession or known by its prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or
 - c. was rightfully disclosed to it by a third party, or
 - d. was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.
 4. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been
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copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

5. The Receiving Party understands that nothing herein requires the disclosure of any Proprietary Information or requires the Disclosing Party to proceed with any transaction or relationship.
6. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
7. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect here to.
8. This Agreement shall be governed by the laws of the jurisdiction Odisha High Court, Cuttack and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

[Disclosing Party]

[Receiving Party]

By: Chief General Manager (IT), OPTCL

By: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____



PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

1. Ref No:

2. Bank Guarantee No.

Date:

BG Amount:

Validity Period:

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION LIMITED, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (Herein after called “the Agreement”) to M/s. / Sri. , Address..... (herein after called the “Vendor”) for Drone based transmission line assets monitoring of 400KV/220KV/132KV lines having Apx. 3335.00 Route KM and Apx. 10860 towers (11 No of 400KV lines, 28 No. of 220KV lines and 9 No. of 132KV lines) under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Vendor on furnishing by the Vendor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Vendor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s. / Sri. _____ Vendor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only.
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. 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----- in Words).
3. We, the Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Vendor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid



discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of ____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Vendor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that 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 or performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said Vendor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said Vendor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the Vendor(s).

7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs. ----- (Rupees in words-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Bhubaneswar**<Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at---- Branch of Bhubaneswar a written claim or demand on or before,



The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature.....
Full Name.....
Designation.....
Power Of Attorney.....
Dated.....
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Vendor:
2. BG No & Date:
3. Amount (In Rs.):
4. Validity up to:
5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is "OPTCL541405793")

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

Note:

- 1. Vendor shall furnish single CPBG for the contract .**
- 2. Strikeout the portion which are not required.**
- 3. In case a Vendor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.**



FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE, M/s..... a company incorporated under the laws of and having its registered office at..... (Hereinafter called the "**Partner No. 1**" which expression shall include its successors executors and permitted assigns) and M/sa company incorporated under the laws of and having its registered office at (hereinafter called the "**Partner No. 2**" which expression shall include its successors, executors and permitted assigns) have formed a Joint Venture (hereinafter called the 'Joint Venture') acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package the bids for which have been invited by (insert name of the Purchaser along with address) (hereinafter called the 'Purchaser') to undertake the following acts :

- i) To sign and submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the "Joint Venture".

- ii) To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the "Joint Venture".

- iii) To do any other act or submit any document related to the above.

- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him/her/them by the Partner In-Charge,

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.



It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the -----(insert the details of package) in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation



2. Signature.....

Name

Designation

Occupation

Note :

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value (minimum Rs. 100/-) shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.



FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this..... day of Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (*insert name of the package along with project name*) of (*Insert names of the Employer*), a Company incorporated under the Companies Act of 1956 having its registered office at.....(*insert registered address of the Employer*)..... (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (*insert name of the package along with project name*)

AND WHEREAS **Section-VII** (BDS) (documents establishing the Qualification of Bidder) & Qualification Criteria in **Section-II** forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in **Section-II** to **Section-VII** (BDS), as applicable may bid, provided, the Joint Venture fulfills all other requirements under Qualification Criteria in **Section-II** to **Section-VII** (BDS) and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of **Section-VII** (BDS) (documents establishing the Qualification of Bidder) & Qualification Criteria in **Section-II**, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix- I (*to be suitably appended by the Parties along with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do



hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner
(Party No.-1) For and
on behalf of M/s
.....

Name

Designation

Signature

(Signature of the
authorized
representative)

WITNESS :

I.

II.

<p>Common Seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated</p>	<p>For Party No.-2 For and on behalf of M/s.....</p>
<p>Name</p>	<p>(Signature of the authorized representative)</p>
<p>Designation</p>	
<p>Signature</p>	
<p>WITNESS :</p>	
<p>I -----</p>	
<p>II -----</p>	

Note:

1. For the purpose of executing the Joint Deed of Undertaking, non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Section VII. Guidelines for Submission of Bids

The bidder shall submit the bid in Electronic Mode only i.e. with tender website www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified tender 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 submit 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.

1. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III.
2. Bidders are requested to follow the below steps for Registration on the tender website:
 - a. Click "Register", fill the online registration form.
 - b. Pay the amount of Rs.2,360/- through DD in favor of KSEDC Ltd. Payable at Bangalore or online payment to the KSEDC Ltd. This registration is valid for two year.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is 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 would have been received after registration.
4. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - b) Insert the PKI (which consist of your Digital Signature Certificate) in your System.
 - i. (Note: Make sure that necessary software of PKI be installed in your system).
 - ii. Click / Double Click to open the Microsoft Internet Explorer.
 - iii. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - iv. Enter e-tender User Id and Password, click on "Go".
 - v. Click on "Click here to login" for selecting the Digital Signature Certificate.
 - vi. Select the Certificate and enter DSC Password.
 - vii. 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 is displayed on the screen
8. Competitors bid sheets will be available in the website.

9. For any e-tendering assistance, contact help desk number mentioned below.

Bangalore – **080- 40482000** or Mobile No. **9937140591**

1. BIDDING SCHEDULE:

a.	Type of Bidding	Two-part bidding
b.	Tender Documents	The bidders can view the tender documents from website www.optcl.co.in / www.tenderwizard.com/OPTCL free of cost.
c.	Tender Cost	₹14160.00/- (non-refundable) including GST@18%.
d.	Mode of Payment of Tender cost	Demand Draft payable to Drawing and Disbursing officer, Headquarters office, OPTCL, Bhubaneswar. The DD must be issued by a nationalized bank on or before the last date for sale of bidding documents, as per clause-j below.
e.	Tender Processing Fee	The bidders shall have to submit nonrefundable tender processing fee of ₹5900.00/- (including GST@18%) in the form of online payment in favor of K.S.E.D.C.Ltd, Payable at Bangalore.
f.	Earnest Money Deposit (EMD)	The bidder shall have to submit EMD of Rs.3,68,408/- along with their bids in shape of bank drafts and/or bank guarantee (BG) with a validity period of 180 days after the bid submission deadline date prescribed by OPTCL.
g.	Date of commencement of Sale of bidding document	05-04-2024, 10:00Hrs.
h.	Last date of sale of bidding documents	04-05-2024, 11.00Hrs
i.	Last date of submission of bids	04-05-2024 ,13.30Hrs
j.	Date & Time of Pre-Bid Conference	15-04-2024, 11:30Hrs
k.	Time of opening of Techno-commercial bids	04-05-2024, 15.30Hrs
l.	Live Inspection & Demonstration	Date will be Intimated on 06-05-2024
m.	Time of opening of Price bids	To be intimated later to the techno-commercially acceptable bidders
n.	Place of Opening of Bids	Office of Chief General Manager (IT),3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022
o.	Address for communication	Office of Chief General Manager (IT), 3 rd Floor, OPTCL Tower, OPTCL, Janpath, Bhubaneswar – 751022

2. e-TENDERING PROCESS GUIDELINES:

2.1 UNDERSTANDING OF e-BID DOCUMENTS:

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of OPTCL not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.

2.2 CONTENTS OF e-BIDDING DOCUMENT:

The e-Bidding Document is a compilation of the following sections:

1. Tender Notification
2. Bid Documents (Free View):
 - Section-I: Scope of Work
 - Section-II: Qualifying Criteria
 - Section-III: Terms of Payment
 - Section-IV: General Conditions of Contract (GCC)
 - Section-V: Bidding Forms
 - Section-VI: Contract Forms
 - Section-VII: Guidelines for Submission of Bids
 - Section-VIII: Instructions to Bidders
3. Bid Forms (In .XLS Format):
 - Techno-commercial Formats.
 - Financial Proposal Formats.

2.3 FORMS/DOCUMENTS TO BE UPLOADED:

The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid: Part-I & Price Bid: Part-II)

2.3.1 Techno-Commercial Bid (Part-I):

A) Hard Form of Documents (In Original):

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender.

- DD towards Tender Cost and DD towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode.
- Power of Attorney (Authorized Signatory) notarized copy for signing the bid document.

B) Soft Form of Documents (Scanned Copy to be uploaded in .pdf file in the Tender Portal):

Following are the Soft form of scanned documents in .pdf file to be uploaded on the Official Tender Portal of OPTCL “www.tenderwizard.com / OPTCL” as an attachment in .pdf.

Sl.No.	Particulars	Attachment .pdf
01	Payment Proof of DD towards Tender Cost and online payment towards Tender Processing Fees.	Attach 1.pdf
02	DD/BG towards earnest money deposit (EMD) of rupees 3,68,408/-	Attach 2.pdf
03	Power of Attorney (Authorized Signatory) notarized copy for signing the bid document.	Attach 3.pdf
04	Form F-1: Tender Submission Sheet.	Attach 4.Pdf
05	Form F-2: CV of manpower for the tender along with documentary evidence	Attach 5.pdf
06	Form F-3: Project Experience with Supporting documentary Evidence of the above Experience such as work Order/Contract agreement/Client Citation/Confirmation for work done. (i) Work order copy as per eligibility criteria along with certificate for successful completion of project. (ii) Valid operating permit(s)/ certificate(s)/ license(s) issued by Directorate General of Civil Aviation to provide Drone services in India on commercial basis	Attach 6.pdf

07	Form F-4: Company's Audited Financial Statements with UDIN number (i) Audited Accounts for last three years (FY for 2020-21, 2021-22 & 2022-23) (ii) CA certificate of Turn Over of India operation during last three years.	Attach 7.pdf
08	Form F-5: Techno-Commercial Deviation Schedule as per the Format	Attach 8.pdf
09	Certificate of Incorporation of the bidder (Company)	Attach 9.pdf
10	Copy of GSTIN and PAN.	Attach 10.pdf
11	Form F-6: Acceptance of Importance Terms & Condition	Attach 11.pdf
12	Form (P-1): Price Proposal	Attach 12.pdf
13	Form F-7: Reverse Auction Process Compliance Form	Attach 13.pdf
14	Income Tax Return (ITR) acknowledgments (A.Y. 2020-21, 2021-22, 2022-23 & 2023-24)	Attach 14.pdf
15	valid operating permit(s)/ certificate(s)/ license(s) issued by Directorate General of Civil Aviation to provide Drone services in India on commercial basis	Attach 15.pdf
16	Relevant proofs from DGCA / Digital Sky for Drone Registration	Attach 16.pdf
17	Relevant proofs from DGCA / Digital Sky for Drone Pilots	Attach 17.pdf
18	Relevant proofs from DGCA / Digital Sky for Drone Instructor	Attach 18.pdf
19	Supporting Document and License for Degree Electrical Engineers.	Attach 19.pdf
20	Copy of the valid ISO/CMMI certification	Attach 20.pdf
21	Copy of Work order / Contract / Certification on client letterhead/Performance certificate in supporting for prior experience in Land Scheduling / LIDAR based Survey will be given preference	Attach 21.pdf
22	Duly filled and signed of form Table: (FIN - 1)	Attach 22.pdf
23	Duly filled and signed of form Table: (FIN - 2),	Attach 23.pdf
24	Duly filled and signed of form Table: (FIN - 3),	Attach 24.pdf
25	Duly filled and signed of form Table: (FIN - 4),	Attach 25.pdf
26	Duly filled and signed of form Table: (FIN - 5),	Attach 26.pdf
27	Any Other Documents	Attach 27.pdf

2.3.2 Price Bid (Part-II):

Price schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER: www.tenderwizard.com/OPTCL.

2.4 e-TENDERING PROCESS GUIDELINES:

2.4.1 e-Tendering information:

1. Tender Forms can be downloaded from the e-Tendering Portal of OWNER, www.tenderwizard.com/OPTCL after entering the details of payment towards Tender processing Fees as per the Tender Schedule.
2. Tenderers should have valid Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In respect of requirement of DSC, interested Bidders should go to “[tender wizard.com/OPTCL](http://tenderwizard.com/OPTCL)” and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
3. The prospective bidders are advised to register their user ID, Password, company ID with website “www.tenderwizard.com/OPTCL” by clicking on hyper link “Register Me” for the use of Electronic Tendering.
4. For any assistance on the use of Electronic Tendering System, contact help desk number: 080-40482000(Bengaluru) or mobile no: 9937140591.
5. Tenderers should install the 'Mandatory System Requirement' available on the Home Page of www.tenderwizard.com/OPTCL under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

2.4.2 Enrolment of Bidder(s) on Electronic Tendering System:

The Bidder interested in participating in the Tenders of OPTCL using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

2.4.3 Short listing of Bidder(s) for Price Bid Opening:

The Tendering Authority will first open the Techno-Commercial Bid documents of all Bidder(s) and after scrutinizing these documents will shortlist the Bidder(s) who are eligible for Financial Bidding Process. Such shortlisted Bidder(s) will be intimated by email.

2.4.4 Opening of the Price Bids:

The Bidder(s) may remain present in the Office of the Tender Opening Authority at the time of opening of Price Bids. However, the results of the Price Bids of all Bidder(s) shall be available on the OPTCL's e-Tendering Portal immediately after the completion of opening process.

2.5 STRATEGY FOR Electronic -REVERSE AUCTION (e-RA)

- 2.5.1 Bidders are required to go through the guide lines given below and submit their acceptance to the same.
- 2.5.2 e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
- 2.5.3 Demonstration/ training (if not trained earlier) of bidder’s nominated person(s), shall be done to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
- 2.5.4 The strategy to be used for reverse auction shall be “DYNAMIC TEMPLATE BIDDING”

2.6 Procedure for Electronic Reverse Auctioning (e-RA):

- 2.6.1 Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form F-8). In case of non-receipt of the same, vendors will not be allowed to participate in e-RA.
- 2.6.2 e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given above.
- 2.6.3 OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.
- 2.6.4 Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.
 - I. The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.
 - II. Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2,L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).
 - III. However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.
 - IV. In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).

- V. Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.

2.6.5 Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.

- I. In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.
- II. The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.
- III. Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.
- IV. At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.
- V. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.

2.6.6 After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .

- I. Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.
- II. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.
- III. During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].

2.6.7 Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.

2.6.8 OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.

2.6.9 OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

2.7 DISCLAIMER:

2.7.1 This Document includes statements, schedules, and forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In XLS Formats) uploaded in the e-tendering portal of the OPTCL, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

2.7.2 Neither OPTCL nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Owner or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.

2.7.3 Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OPTCL, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OPTCL. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.

2.7.4 Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under Bidding Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.

2.7.5 Every effort is being made to keep the Tender Portal up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL/Service Provider takes no responsibility, and will not be liable for, the Tender Portal being temporarily unavailable due to any technical issue at any point of time.

2.7.6 In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.

2.7.7 Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.

OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of Tender Portal and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

Section VIII. Instructions to Bidders

A. General:											
1.	Scope of the Bid	1.1	For scope of Bid please refer to section “ Scope_Of_Work ”.								
2.	Eligible Bidders	2.1	The bidders in order to be eligible should meet the eligibility criteria mentioned under Section “ Qualifying_Criteria ”.								
3.	Site Visit	3.1	The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.								
		3.2	It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.								
4.	Documentary Evidence	4.1	The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid: Part-I & Price Bid: Part-II) in the manner prescribed under Section “ Qualifying_Criteria ”.								
		4.2	Non-compliance to the above requirement even after seeking necessary clarifications shall constitute the offer as non-responsive.								
B. Contents of Bidding Document											
5.	Sections of the Bidding Document	5.1	<p>ment is a compilation of the following sections:</p> <p>n</p> <p>2. Bid Documents (Free View):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Section-I: Scope of Work</td></tr> <tr><td>Section-II: Qualifying Criteria</td></tr> <tr><td>Section-III: Terms of Payment</td></tr> <tr><td>Section-IV: General Conditions of Contract</td></tr> <tr><td>Section-V: Bidding Forms</td></tr> <tr><td>Section-VI: Contract Forms</td></tr> <tr><td>Section-VII: Guidelines for Submission of Bids</td></tr> <tr><td>Section-VIII: Instructions to Bidders</td></tr> </table> <p>3. Bid Forms (In .XLS Format):</p> <ul style="list-style-type: none"> • Techno Commercial Proposal Formats • Financial Proposal Formats. 	Section-I: Scope of Work	Section-II: Qualifying Criteria	Section-III: Terms of Payment	Section-IV: General Conditions of Contract	Section-V: Bidding Forms	Section-VI: Contract Forms	Section-VII: Guidelines for Submission of Bids	Section-VIII: Instructions to Bidders
		Section-I: Scope of Work									
Section-II: Qualifying Criteria											
Section-III: Terms of Payment											
Section-IV: General Conditions of Contract											
Section-V: Bidding Forms											
Section-VI: Contract Forms											
Section-VII: Guidelines for Submission of Bids											
Section-VIII: Instructions to Bidders											
5.2	Odisha Power Transmission Corporation Limited is not responsible for the completeness of the Bidding										

			Document and its addenda, if they were not downloaded directly from the tender portal of OPTCL.
		5.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
6.	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The clarifications to the queries and/or addenda to the TENDER document shall be published in the website of OPTCL i.e. http://www.optcl.co.in or tender portal i.e. www.tenderwizard.com/OPTCL .
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the "GUIDELINES FOR SUBMISSION OF BIDS" .
		6.3	No clarification shall be entertained after the pre-bid conference.
7.	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the bids, OPTCL may amend the bidding document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the bidding document. The bidder shall visit OPTCL's website or tender Portal for any addendum / modification / errata / corrigendum etc.
		7.3	OPTCL, at its discretion for any reason at its own initiative may add, modify or remove any element of the services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, OPTCL may, at its discretion, extend the last date for the submission of bids.
		7.5	Any addendum issued shall be part of the bidding document and shall be hosted in OPTCL's website/tender portal.
C. Preparation of Bids			
8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and OPTCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand draft amounting to Rupees ₹14160.00/- only inclusive of GST@18% in favor of "Odisha Power Transmission Corporation Limited" payable at "Bhubaneswar" for the cost of tender documents.

9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.
10.	Documents comprising Bid	10.1	The Bid shall comprise of two parts. One containing the Techno-Commercial Bid (Part-I) and the other containing the Price Bid (Part-II), which shall be evaluated in two stages.
		10.2	The Techno-Commercial Bid (Part-I) should be submitted in the following manner; (A)Hard Form of Documents (In Original): The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender. (i) DD towards Tender Cost, DD/Pay Order/Banker Cheque towards Tender Processing Fees/ Documentary proof of payment of Tender Processing Fees through e-payment mode. (ii) Earnest Money Deposit (EMD) @1% (iii) Power of Attorney /notarized copy for signing the bid document.
		10.3	Price schedules (Part-II) in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OWNER format and to be uploaded on the official tender portal of the OWNER: www.tenderwizard.com/OPTCL .
11.	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal as per the process mentioned in “ GUIDELINES FOR SUBMISSION OF BIDS ”.
		11.2	The Bidders should take note of following points while submitting the Price Proposal: a) Price Proposal should clearly indicate the price to be charged without any qualifications. b) Taxes and Duties as applicable shall be shown in the Un-priced schedule.
12.	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.
13.	Bid Prices	13.1	The prices quoted by the Bidder in the Price Schedules (Price Bid Format) in .xls shall conform to the requirements specified therein.
		13.2	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, OPTCL shall avail such discount at the time of award of contract provided such discount is un-conditional.



14.	Currencies for the Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15.	Documents Establishing the Qualification of the Bidder	15.1	To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence towards each qualification criteria specified in “Qualification Criteria” .
16.	Period of validity of Bids	16.1	Bids shall remain valid for 180 days after the bid submission deadline date prescribed by OPTCL. A Bid valid for a shorter period shall be rejected by OPTCL as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, OPTCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension without forfeiting its Earnest Money Deposit (EMD). A Bidder granting the request shall not be permitted to modify its Bid.
17.	Earnest Money Deposit (EMD)	17.1	The bidder shall have to submit EMD @1% of the estimated cost along with their bids in shape of bank drafts and/or bank guarantee (BG) with a validity period of 180 days after the bid submission deadline date prescribed by OPTCL.
		17.2	Any Bid not accompanied by Earnest Money Deposit (EMD) in accordance with ITB Sub- Clause-17.1 , shall be rejected by Odisha Power Transmission Corporation Limited as non-responsive.
		17.3	If the bidder withdraw or modify their bids during the validity period, they will be suspended for a period of 6 years.
		17.4	Refund of Earnest Money Deposit to Unresponsive bidder shall be done within a period of 15 days from the date of opening of Price Bid.
		17.5	Refund of Earnest Money Deposit to Unsuccessful bidder shall be done within a period of 15 days from the date of signing of the contract by the winning bidder.
		17.6	Refund of Earnest Money Deposit to Successful bidder shall be done within a period of 15 days from the date of submission of CPBG as required.
18.	Format of Bid	18.1	The Bidder shall submit the Techno-Commercial Proposal as per the formats/schedules mentioned in “GUIDELINES FOR SUBMISSION OF BIDS” .
Submission and Opening of Bids			

19.	Submission of Bids	19.1	Bidder shall submit the Techno-Commercial Proposal and Price proposal through e-tender mode only, as per the guidelines mentioned in the “GUIDELINES FOR SUBMISSION OF BIDS” of this Tender.
20.	Deadline for submission of Bids	20.1	Bids must be received by Odisha Power Transmission Corporation Limited not later than the date and time and extension thereto indicated in the “GUIDELINES FOR SUBMISSION OF BIDS” .
		20.2	Odisha Power Transmission Corporation Limited may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause-7 , in which case all rights and obligation of Odisha Power Transmission Corporation Limited and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21.	Late Bids	21.1	Odisha Power Transmission Corporation Limited shall not consider any Bid that is received/uploaded after the deadline for submission of Bids, in accordance with ITB Clause-20 . Any Bid received/uploaded by Odisha Power Transmission Corporation Limited after the deadline for submission of Bids shall be declared late and rejected.
22.	Withdrawal, Substitution and Modification of Bids	22.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation; <ol style="list-style-type: none"> 1. After expiry of the bid validity period as per ITB. 2. Any material changes to the scope of work after submission of bid document. 3. Any material changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the OPTCL after submission of bid document.
23.	Bid opening	23.1	Odisha Power Transmission Corporation Limited shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders’ representatives who choose to attend, at the address, date and time specified in the “GUIDELINES FOR SUBMISSION OF BIDS” .
		23.2	The Price Proposals will remain unopened until the time of opening of the Price Proposals. Odisha Power Transmission Corporation Limited shall advise the Techno-Commercially qualified bidders through system generated e-mail about the date, time, and location of the opening of Price Proposals.
		23.3	Odisha Power Transmission Corporation Limited shall



			conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidder’s representatives who choose to attend at the address, date and time specified by Odisha Power Transmission Corporation Limited. The Bidder’s representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.
Evaluation and Comparison of Bids			
24.	Confidentiality	24.1	Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence Odisha Power Transmission Corporation Limited in the examination, evaluation, comparison, and qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		24.3	Notwithstanding ITB Sub-Clause -24.2 , from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any Bidder wishes to contact Odisha Power Transmission Corporation Limited on any matter related to the bidding process, it should do so in writing.
25.	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and qualification of the Bids, Odisha Power Transmission Corporation Limited may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Odisha Power Transmission Corporation Limited shall not be considered. Odisha Power Transmission Corporation Limited’s request for clarification and the response shall be in writing.



26.	Responsiveness of Techno-Commercial Proposals	26.1	<p>Odisha Power Transmission Corporation Limited’s determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.</p> <p>The bidders are requested to study the specification thoroughly before tendering so that if they make any deviations, the same are prominently brought on a separate sheet under the headings “Deviations” as per formats. All such deviations to the technical & commercial terms of the specification shall be indicated in a separate list as indicated above. In absence of such deviation schedule, it will be presumed that the bidder has accepted all the conditions stipulated in the tender specification, notwithstanding any deviations mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the OPTCL.</p>
		26.2	<p>A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or b) limits or is inconsistent in any substantial way, with the Bidding Document, Odisha Power Transmission Corporation Limited’s rights or the Bidder’s obligations under the Contract; or c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals
		26.3	<p>If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by Odisha Power Transmission Corporation Limited and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>

		26.4	The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in (Clause-26.2)). Such deviations will be checked and considered. If the deviations proposed are found material in nature, Odisha Power Transmission Corporation Limited reserves the right to reject such bids. Odisha Power Transmission Corporation Limited may also ask bidders for clarifications on such deviations during the evaluation.
27.	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Techno-Commercial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited will correct arithmetical errors during evaluation of Price Proposals on the following basis: a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b) Except as provided in sub-clauses (a) herein above, Odisha Power Transmission Corporation Limited shall reject the Price Proposal if the same is not furnished in the Format (.xls) specified.
28.	Examination of Bids	28.1	Odisha Power Transmission Corporation Limited shall examine the Techno-Commercial Proposal to confirm that all documents requested in the ITB have been provided to determine the completeness of the offer submitted.
		28.2	Odisha Power Transmission Corporation Limited shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub- Clause- 11.1 , written confirmation of authorization to commit the Bidder and Earnest Money Deposit (EMD), have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall

			be rejected.
29.	Examination of Terms and conditions; Techno-Commercial Evaluation.	29.1	Odisha Power Transmission Corporation Limited shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	Odisha Power Transmission Corporation Limited shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the “ Qualifying Criteria ”, of the Bidding Document have been met without any material deviation or reservation.
		29.3	If, after the examination of the terms and conditions and the Techno-Commercial evaluation, Odisha Power Transmission Corporation Limited determines that the Techno-Commercial Proposal is not substantially responsive in accordance with ITB Clause-25 , it shall reject the Bid.
30.	Evaluation of Bids	30.1	OPTCL shall evaluate Price Proposals of those Bids have been determined to be Techno-Commercially responsive.
		30.2	To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall consider the total price quoted in Price Schedule (.xls) as per the schedule in all respect along with the applicable taxes and duties.
31.	Comparison of Bids	31.1	Odisha Power Transmission Corporation Limited shall compare all substantially responsive bids to determine the lowest evaluated total price.
32.	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33.	OPTCL’s Right to Accept Any Bid, and to Reject Any or All Bids	33.1	Odisha Power Transmission Corporation Limited reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.
Award of Contract			
34.	Award Criteria	34.1	OPTCL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the bidder is determined to be un-qualified to perform the Contract satisfactorily. In such event Odisha Power Transmission Corporation Limited shall proceed to the next lowest ranked evaluated Bid to match with the discovered total lowest price and to make a similar reassessment of that Bidder’s capabilities to perform satisfactorily.
35.	OPTCL’s Right to change the deliverables & time	35.1	During the execution of contract, Odisha Power Transmission Corporation Limited reserves the right to modify the scope and deliverables in lieu of the scope of

	schedule defined under scope of Work		work & deliverables and time schedule defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually subject to any financial implication to either side.
36.	Notification of Award	36.1	Prior to the expiration of the period of bid validity, Odisha Power Transmission Corporation Limited shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 07 days of LOA, the bidder shall sign, date, and return the LOA copy to the Odisha Power Transmission Corporation Limited as acknowledgement.
		36.4	Failure to acknowledge the LOA within the time limit shall constitute sufficient grounds for suspension of the bidder as per clause no 17 .
		36.5	In that event Odisha Power Transmission Corporation Limited may award the Contract to the next lowest ranked evaluated Bidder at discovered lowest total price, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.
37.	Signing of the Contract	37.1	The successful bidder shall sign the contract Agreement with Odisha Power Transmission Corporation Limited in non-judicial stamp paper and send it to Odisha Power Transmission Corporation Limited within the time schedule mentioned under Section-IV.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD).
38.	Working Environment	38.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Odisha Power Transmission Corporation Limited shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Odisha Power Transmission Corporation Limited.
39.	Disclaimer to e-tender document	39.1	This e-Tender Document (e-TENDER) has been prepared by Odisha Power Transmission Corporation Limited for Appointment of Firm for Drone Inspection. Though adequate care has been taken while preparing the e-TENDER documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office



			<p>immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape.</p> <p>While this e-TENDER has been prepared in good faith, Odisha Power Transmission Corporation Limited does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e-TENDER, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to e-TENDER become the property of Odisha Power Transmission Corporation Limited and OPTCL does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the e-TENDER, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the e-TENDER nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>
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Section IX. Annexures

Sl.No	Line_Name	Voltage Level
1	400 kV Indravati - Indravati PG	400
2	400 kV Meramundali - New Duburi DC	400
3	400 kV Meramundali - JSPL DC	400
4	400 kV Meramundali - Mendhasala DC	400
5	400 kV Meramundali - Vedanta DC(Loc No. 1 to Loc No...)	400
6	400 kV Meramundali - Vedanta DC(Loc No..... To Loc No...)	400
7	400kV Lapanga Line In Ckt-I & II on DC Towers (on 400 kV Meramundali - Vedanta DC)	400
8	400kV Lapanga Line Out Ckt-I & II on DC Towers (on 400 kV Meramundali - Vedanta DC)	400
9	400kV Lapanga LILO DC on Multi Circuit Towers (on 400 kV Meramundali - Vedanta DC)	400
10	400 kV IB-Lapanga DC	400
11	400 kV Rengali - Kolaghat SC (Loc. No. 1 to 663)	400
12	220 kV Bhanjanagar - Meramundali DC (Loc. No. upto 196 Meramundali)	220
13	220 kV Kaniha - Meramundali DC	220
14	220 kV Meramundali - Duburi DC	220
15	220 kV NALCO - Rengali PH SC	220
16	220 kV Narendrapur - Mendhasala DC (Balugaon to Mendhasala)	220
17	220 kV Rengali - Tarkera DC (Loc. 1 to 187)	220
18	220 kV Rengali PH - Kaniha SC	220
19	220 kV Rengali PH - Rengali DC	220
20	220 kV TTPS - Joda DC (Loc. No. 1 to 234)	220
21	220 kV TTPS - Kaniha SC	220
22	220 kV Duburi New - Balasore DC	220
23	220 kV Joda - Ramchandrapur SC	220
24	220 kV Kuchei - Balasore DC	220
25	220 kV TTPS - Joda DC (Loc. No. 235 to 503)	220
26	220 kV Bhanjanagar - Meramundali DC (Loc. No. 197 to 470)	220
27	220 kV Bhanjanagar - Nayagarh DC (Loc. No. 1 to 230)	220
28	220 kV Jayanagar - Therubali DC	220
29	220 kV Narendrapur - Mendhasala DC (Upto Balugaon)	220

30	220 kV Therubali - Bhanjanagar DC (Loc. No. 471 to 827)	220
31	220 kV Therubali - Bhanjanagar DC (Loc. No. 828 to 1049)	220
32	220 kV Therubali - Narendrapur DC (Loc. No. 1 to 293)	220
33	220 kV Therubali - Narendrapur DC (Loc. No. 293 to 656)	220
34	220 kV Budhipadar - Katapali DC	220
35	220 kV Budhipadar - Korba DC	220
36	220 kV Budhipadar - Tarkera DC (Bamra to Tarkera, Loc. No. 121 to 328)	220
37	220 kV Budhipadar - Tarkera DC (Upto Bamra, Loc. No. 1 to 120)	220
38	220 kV Katapali - New Bolangir DC	220
39	220 kV Tarkera - Rengali DC (Loc. No. 188 to 645)	220
40	132 kV Chandaka - Nimapara DC	132
41	132 kV Baripada - Rairangpur SC	132
42	132 kV Joda - Nalda - Bhalulata SC	132
43	132 kV Joda - Palasponga - Rairangpur SC (Loc. 1 to 111)	132
44	132 kV Kuchei LILO DC (Baripada - Rairangpur Line)	132
45	132 kV Palasponga - Rairangpur SC (Loc. No. 111 to 336)	132
46	132 kV Bhanjanagar - Phulbani SC	132
47	132 kV Machkund PH - Jayanagar SC	132
48	132 kV Rourkela - Nalda SC (Upto Bhalulata, Loc. No. 1 to 78)	132