



ODISHA POWER TRANSMISSION CORPORATION LIMITED  
(A Government of Odisha Undertaking)  
Odisha Distribution System Strengthening Project (ODSSP)  
O/O Project Management Unit - 33/11kV  
(Room No- 304, [dssp@optcl.co.in](mailto:dssp@optcl.co.in), Finance Wing, OPTCL Hqrs.)

Er. Nilamber Dash, Project Manager  
Mobile- 943890 8105

EPBX- 2322  
Tel/Fax-0674-2543261

ODSSP/OPTCL/01/2013-2014 / 209

Dt.24.12.2013

**Corrigendum to Tender Notice No. NIT/ODSSP/OPTCL/01, dated 25.09.2013**

The reply to the Balance Part of Commercial Queries of Pre-bid Conference held on 25.10.13 against T.O tender notification no. NIT/ODSSP/OPTCL/01 is **uploaded**.

The Revised BOQ, Additional TS and Drawings will be uploaded separately.

**N.B:- i) All the bidders are requested not to submit the Bid Sheet prior to uploading of the Revised Bid Sheet.**

ii) It is requested to visit the website regularly for any **Corrigendum**.

*Nilamber Dash*  
24.12.12

Project Manager (ODSSP)  
PMU-33/11 kV, OPTCL

**AMENDMENT TO THE TENDER DOCUMENTS FLOATED VIDE NIT NO.: OPTCL/ODSSP/01/2013-14 Date. 25.09.2013-  
ODSSP (1ST PHASE)**

Sl. No.	Clause Ref.	Tender Document specification	Amendment to the e-Tender Document
1	Vol-I Cl. No-4.1 Technical criteria.	<p>Vol-I Cl. No-4.1:TECHNICAL QUALIFICATION:</p> <p>i) The bidder, as a Principal Contractor (not as a Sub-Contractor), must have successfully erected, tested and commissioned at least 05 nos. of 33/11 kV or higher voltage class Sub-Stations (having Transformer Capacity of 3.15 MVA or above) on EPC Contract / Turnkey Contract basis for any Distribution /Transmission Utility during Last Five Financial Years preceding to the year of NIT for AIS S/S. However, for GIS S/S Package(s), the requirement shall be at least 02 nos. of 33/11 kV or higher voltage class GIS Sub-Stations instead of at least 05 nos. of 33/11 kV or higher voltage class Sub-Stations mentioned above. Similarly for GIS containerized S/S Package(s) the requirement shall be at least 01 nos. of 33/11 kV or higher voltage class GIS containerized Sub-Station.</p> <p>ii) Out of the above (except for GIS and GIS containerized package), at least 02 (Two) nos. of 33/11 kV or higher voltage class Sub-Station should have been under successful operation for a minimum period of one year from the date of commissioning. In case of GIS and GIS containerized package at least 01 (One) no. of 33/11 kV or higher voltage class Sub-Station should have been under successful operation for a minimum period of one year from the date of commissioning.</p>	<p>Clause: 4.1(i). The bidder, as a Principal Contractor (not as a Sub-Contractor), must have successfully erected, tested and commissioned at least 05 nos. of 33/11 kV or higher voltage class Sub-Stations (having Transformer Capacity of 3.15 MVA or above) on EPC Contract / Turnkey Contract basis for any Distribution /Transmission Utility during Last Five Financial Years preceding to the year of NIT for AIS S/S. However, for GIS S/S Package(s), the requirement shall be at least 02 nos. of 33/11 kV or higher voltage class GIS Sub-Stations instead of at least 05 nos. of 33/11 kV or higher voltage class Sub-Stations mentioned above. Similarly for GIS containerized S/S Package(s) the requirement shall be at least 01 nos. of 33/11 kV or higher voltage class GIS containerized Sub-Station. <b><i>Further, in case of GIS containerized Sub-Station package(s) only, the global experience of the bidder or its parent (holding) company shall also be considered.</i></b></p> <p>Clause: 4.1 (ii). at least 02 (Two) nos. of 33/11 kV or higher voltage class Sub-Station should have been under successful operation for a minimum period of one year from the date of commissioning. In case of GIS and GIS containerized package at least 01 (One) no. of 33/11 kV or higher voltage class <b><i>GIS and GIS containerized Sub-Station respectively</i></b> should have been under successful operation for a minimum period of one year from the date of commissioning. <b><i>For this purpose, in case of GIS containerized Sub-Station package(s) only, the global successful operation of the bidder or its parent (holding) company shall also be considered.</i></b></p>
2	Vol 1 TABLE-A Page No. 8 ( SI. No.5)	Project Completion Period: 12 months from the date of issue of LOA	The project completion period <b>14</b> months from the date of issue of LOA.

3	VOL-I, CLAUSE-21	<p><b>21.0 INSPECTION AND TESTING:</b></p> <p>21.1 The materials shall be inspected by the Third Party Inspecting Agency (TPIA) and OWNER or any authorized representative of the OWNER at the Contractor's or its Vendor's manufacturing works. The Contractor shall give the advance notice in writing about the place of Inspection and/or Testing at least 15 days before the schedule date on which the equipment/materials will be ready for Inspection and/or Testing. Routine test certificates are to be submitted along with the offer for inspection.</p> <p>21.2 The OWNER or his representative shall be entitled at all reasonable times during manufacture / installation to inspect, examine and test the equipment/materials at the contractor's/Vendors premises / erection site about workmanship of the materials to be supplied under this contract. The contractor shall provide unhindered clearance, giving full rights to the OWNER to inspect, examine and test as if the equipment/materials were being manufactured in his premises/Vendors Premises. Such inspection / examination and testing shall not relieve the contractor of his obligations under the contract.</p> <p>21.3 The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the Contractor's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, the OWNER rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer-In-Charge, free of cost. Such replacement will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's/Vendor's work.</p> <p>21.4 However, major Equipment/Materials shall be inspected at Contractor's or its Vendor's Manufacturing premises and other minor Equipment/Materials shall be inspected at Store/Work Site by the Third Party Inspecting Agency (TPIA) and/or Authorized representative of the OWNER. The OWNER will decide the list of such Materials/Equipment.</p>	<p><b>21.0 INSPECTION AND TESTING:</b></p> <p>21.1 The materials shall be inspected by the Third Party Inspecting Agency (TPIA) and OWNER or any authorized representative of the OWNER at the Contractor's or its Vendor's manufacturing works. The Contractor shall give the advance notice in writing about the place of Inspection and/or Testing at least 15 days before the schedule date on which the equipment/materials will be ready for Inspection and/or Testing. Routine test certificates are to be submitted along with the offer for inspection.</p> <p>21.2 The OWNER or his representative shall be entitled at all reasonable times during manufacture / installation to inspect, examine and test the equipment/materials at the contractor's/Vendors premises / erection site about workmanship of the materials to be supplied under this contract. The contractor shall provide unhindered clearance, giving full rights to the OWNER to inspect, examine and test as if the equipment/materials were being manufactured in his premises/Vendors Premises. Such inspection / examination and testing shall not relieve the contractor of his obligations under the contract.</p> <p>21.3 The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the Contractor's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, the OWNER rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer-In-Charge, free of cost. Such replacement will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's/Vendor's work.</p> <p>21.4 However, major Equipment/Materials shall be inspected at Contractor's or its Vendor's Manufacturing premises and other minor Equipment/Materials shall be inspected at Store/Work Site by the Third Party Inspecting Agency (TPIA) and/or Authorized representative of the OWNER. The OWNER will decide the list of such Materials/Equipment.</p> <p><b><i>21.5 TPIA expenditure to be borne by OWNER. However, for any default on the part of the contractor or its vendor (materials not ready for inspection/2nd time inspection of the same equipment/works due to short comings in the equipment/works offered for inspection) the consequential charges shall be recovered from the Contractor.</i></b></p>
---	------------------	--	--

4	<p>Clause no. 33.0 Terms of payment</p>	<p>Clause-33:Terms of payment : (IV) FINAL PAYMENT (10%) FOR SUPPLY COMPONENT:</p> <p>The balance Ten percent (10%) of the Ex-works/Basic Supply Value shall be made subject to the following;</p> <ol style="list-style-type: none"> <li>i. After successful Commissioning of the Sub-Station and associated line in all respects.</li> <li>ii. Return of Unused Materials for which payment has already been released.</li> <li>iii. Certification of Electrical Inspector.</li> <li>iv. Signing of Handing over and Taking Over Certificate.</li> <li>v. Submission of Material Reconciliation Statement.</li> <li>vi. Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.</li> <li>vii. Final Invoice duly certified by the PMC/Project Manager.</li> </ol>	<p>Clause-33:Terms of payment : (IV) FINAL PAYMENT (10%) FOR SUPPLY COMPONENT:</p> <p>The balance Ten percent (10%) of the Ex-works/Basic Supply Value shall be made subject to the following;</p> <p><i>a. For successful Commissioning and takeover of each Sub-Station and associated lines:</i></p> <ol style="list-style-type: none"> <li><i>i. 5% of the contract price (Supply Portion) shall be made after successful Commissioning and takeover of each Sub-Station and associated line in all respects.</i></li> <li>ii. Return of Unused Materials for which payment has already been released.</li> <li>iii. Certification of Electrical Inspector.</li> <li>iv. Signing of Handing over and Taking Over Certificate.</li> <li>v. Submission of Material Reconciliation Statement.</li> <li>vi. Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.</li> <li>vii. Final Invoice duly certified by the PMC/Project Manager.</li> </ol> <p><i>b. For successful Commissioning and takeover of all the Sub-Station and associated lines under the package:</i></p> <ol style="list-style-type: none"> <li><i>i. Balance 5% of the contract price (Supply Portion) shall be made after successful Commissioning and takeover of all the Sub-Station and associated line in all respects.</i></li> <li>ii. Return of Unused Materials for which payment has already been released.</li> <li>iii. Certification of Electrical Inspector.</li> <li>iv. Signing of Handing over and Taking Over Certificate.</li> <li>v. Submission of Material Reconciliation Statement.</li> <li>vi. Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.</li> <li>vii. Final Invoice duly certified by the PMC/Project Manager.</li> </ol>
---	---	--	--

5	<p>Clause-32 Terms of payment : (III) FINAL PAYMENT (10%) FOR ERECTION AND COMMISSIONING PART:</p>	<p>Clause-32: Terms of payment : (III) FINAL PAYMENT (10%) FOR ERECTION AND COMMISSIONING PART:</p> <p>Balance 10% (Ten percent) of contract price shall be paid within 30 days of submission of claim after successful completion of all works including any additions and alterations envisaged under this package, return of dismantled materials, Final Material Reconciliation Statement, Joint Verification certificate between the Engineer-In-Charge and Contractors representative and taking over certificate. The payments shall be subject to clearance from Electrical Inspectorate.</p>	<p>Clause-32: Terms of payment : (III) FINAL PAYMENT (10%) FOR ERECTION AND COMMISSIONING PART:</p> <p>Balance 10% (Ten percent) of contract price shall be paid within 30 days of submission of claim as stated below;</p> <p><b>a. For successful erection &amp; Commissioning and takeover of each Sub-Station and associated lines:</b></p> <p><i>i. 5% of the contract price (erection and commissioning portion) shall be made after successful erection &amp; Commissioning and takeover of each Sub-Station and associated lines including any additions and alterations envisaged under this package.</i></p> <p>ii. Return of dismantled materials.</p> <p>iii. Final Material Reconciliation Statement.</p> <p>iv. Joint Verification certificate between the Engineer-In-Charge and Contractors representative and taking over certificate.</p> <p>v. The payments shall be subject to clearance from Electrical Inspectorate.</p> <p><b>b. For successful erection &amp; Commissioning and takeover of all the Sub-Station and associated lines under the package:</b></p> <p><i>i. Balance 5% of the contract price (erection and commissioning portion) shall be made after successful Commissioning and takeover of all the Sub-Station and associated line in all respects.</i></p> <p>ii. Return of Unused Materials for which payment has already been released.</p> <p>iii. Certification of Electrical Inspector.</p> <p>iv. Signing of Handing over and Taking Over Certificate.</p> <p>v. Submission of Material Reconciliation Statement.</p> <p>vi. <i>Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.</i></p> <p>vii. Final Invoice duly certified by the PMC/Project Manager.</p>
6	<p>Clause-15.0, ITB BID PRICE:</p>	<p>Bid Price is inclusive of all taxes and duties</p>	<p><b><i>New Clause- 15.10 : Labour cess will be applicable both on supply and erection portion and it shall be to the Contractor's account Contractor as Employer. The contractor needs to take necessary registration under the Act dealing with labour cess.</i></b></p>

7	Section -III, GCC Supply Part, Clause No.33 (II)	<p>PROGRESSIVE PAYMENT (75%) FOR SUPPLY COMPONENT:</p> <p>xii. Submission and Acceptance of unconditional &amp; irrevocable Bank Guarantee issued in favour of Odisha Power Transmission Corporation Ltd., for the 15% of the Invoice value in accordance with the Performa attached. The said Bank Guarantee shall be initially valid for 90 days over and above the schedule date of contract completion period of work.</p>	<p>PROGRESSIVE PAYMENT (75%) FOR SUPPLY COMPONENT:</p> <p>(xii.) <i>a.</i> Submission and acceptance of unconditional &amp; irrevocable Bank Guarantee issued in favour of Odisha Power Transmission Corporation Ltd., for the 15% of the Invoice value in accordance with the Performa attached. <b><i>Alternatively, Bank guarantee for this purpose shall be submitted in three equal instalments each for 5% of the total order value. The said Bank Guarantee(s) shall be initially valid for 90 days over and above the schedule date of contract completion period of work. However, the cumulative amount of the 15% of Invoice value to be released shall not exceed the cumulative amount of BG submitted for this purpose.</i></b></p> <p><i>b.</i> <b><i>The said Bank Guarantee(s) shall be returned after expiry of 30 days from completion of Erection/Installation of such material at site .</i></b></p>
8	Volume-I/SECTION-VI/ANNEXURE S-XV/ Page No 157 OF 167.	ANNEXURES-XV: Undertaking for Piling Foundation Works non-Judicial Stamp paper	<p><b><i>1. For packages not containing scope for pile foundation work, undertaking is not required.</i></b></p> <p><b><i>2. Undertaking on Agency Letter Head instead of non-Judicial Stamp paper shall be accepted at the time of submission of bid. However, the same shall be submitted on Non-Judicial Stamp paper at the time of signing of the contract agreement.</i></b></p> <p><b><i>3. One undertaking for pile foundation is sufficient at the bidding stage. However, it has to be uploaded for each package in which the bidder is participating.</i></b></p>

9	Volume-I/SECTION-VI/ANNEXURES-XIV/ Page No 155 OF 167. Manufacturer's Authorization Form (MFA)	Manufacturer's Authorization Form (MAF) to be filled in non-judicial stamp paper of worth Rs.100/- and submitted along with the bid.	<p><b><i>1. Manufacturer's Authorization Form (MAF) Undertaking on Agency Letter Head instead of non-Judicial Stamp paper shall be accepted at the time of submission of bid. However, the same shall be submitted on Non-Judicial Stamp paper at the time of signing of the contract agreement.</i></b></p> <p><b><i>2. One undertaking for Manufacturer's Authorization Form (MAF) is sufficient at the bidding stage. However, it has to be uploaded for each package in which the bidder is participating.</i></b></p>
10	Clause-79 Taking over:	Addition to the existing clause	<p><b><i>Sub-Clause-79.3: Getting electrical inspector to inspect the plant and equipment is the responsibility of the Contractor. OWNER shall endeavour to facilitate for getting electrical inspector to inspect. However, the statutory fees shall be reimbursed by OWNER.</i></b></p> <p><b><i>Sub-Clause-79.4: The work will be takenover Sub-staion wise. However, total work will be deemed to be completed after take over of all the substations and associated lines within the package.</i></b></p>
11	Volume-I, Sec-II, ITB, Cl.4.5 (i)	Bid Capacity - The Bidder's bid capacity will be limited to 200% of the highest <b>Works Contracts related Annual Turnover</b> of one year out of preceding five Financial Years.	The Bidder's bid capacity will be limited to 200% of the highest <b>Annual Turnover of the company only (excluding its sister companies)</b> of one year out of preceding five Financial Years.
12	22.0/ Page 49 of 167 Patent rights & Royalties	Final payment to the Contractor by the Owner will not be made, if the equipment, or any part thereof supplied by the Contractor, is in such suit or proceedings held to constitute infringement, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said equipment or part thereof, replace it with non-infringing equipment or modify it, so it becomes non-infringing.	<b><i>Sub-Clause-22.2: Only when there is any infringement of patent rights for action at the instance of OWNER, it shall be to Owner's account or else it should be to the contractors account.</i></b>

	ANNEXURE XVI (Work Completion Schedule)	The period of various activities reckons from “the date of Letter of Award” to us. However, total duration for completion of work shall be within 12(Twelve) Months from the date of LOA.	The period of various activities reckons from “the date of Letter of Award”. However, total duration for completion of work shall be within <b>14(Fourteen)</b> Months from the date of LOA.
13	70 under GCC Erection (Page No. 101 of 167) Right of Way Solving	70.4 The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost.	Sub-CLause: 70.4: The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. <b>However, OWNER and its Project Management Consultant (PMC) will make all endeavor to facilitate process of securing the ROW. Any statutory fees for getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. body shall be reimbursed by the OWNER.</b>
14	Clause -4.6 Joint Venture Qualification	Bid submitted by a Joint Venture Bidder shall have following qualifying requirement	Bid submitted by a Joint Venture/ <b>Consortium</b> of Bidder shall have following qualifying requirement
	Clause -4.6 (Sl. No.-1) Joint Venture Qualification - Staus of JV	All Partners of JV shall be domiciled in India	All Partners of JV/ <b>Consortium</b> shall be domiciled in India. <b>Both the partners shall be EPC/Turnkey contractor. However, one of the partner may be a Manufacturer of Transformers or Switch Gears having average annual turn over of Rs. 100 crore or more based on the average of best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT . Such JV/ consortium may be formed through JV/Consortium Agreement as per the format and manner specified in the annexure to this Tender Documents.</b>
	Clause -4.6 (Sl. No.-2) Joint Venture Qualification - No. of Partner(s)	Maximum number of Partners in a JV for a Package is limited to TWO (02) only.	Maximum number of Partners in a JV/ <b>Consortium</b> for a Package is limited to TWO (02) only.



	Clause -4.6 ( Sl. No.4) Joint Venture Qualification- Financial Criteria	Each partner of the joint venture (JV) shall meet at least 25% of the financial criteria given below for the Joint Venture to qualify in financial criteria;	Each partner of the joint venture (JV)/ <b>Consortium</b> shall meet at least <b>15%</b> of the financial criteria given below for the Joint Venture to qualify in financial criteria;
	Clause -4.6 (Sl. No.-7) Joint Venture Qualification: Statutory Valid Documents	Both the partners in the JV should submit the following documents in part-I bid as part of qualifying criteria. i. Valid Electrical (HT/EHT) license for Electrical Works. ii. PAN & TIN No. iii. EPF registration. iv. Service Tax Registration. The Lead partner of the JV shall have to furnish, ESI and Labour license within 45 days of receipt of the order.	<b>Joint Venture/Consortium of bidders should submit the following documents in part-I bid as part of qualifying criteria.</b> <b>i. Valid Electrical (HT) license issued by the Authority any where in India ( for any of the partner of JV/Consortium).However, The JV/Consortium shall have to apply for project license to the Secretary, ELBO, ODISHA by depositing the requisite fee before signing the contract agreement, if they do not posses the licence(HT) by ELBO, Odisha.</b> <b>ii. PAN &amp; TIN No.(for both the partners of JV/Consortium)</b> <b>iii. EPF registration.( for any of the partner of JV/Consortium).</b> <b>iv. Service Tax Registration.( for both the partners of JV/Consortium)</b> <b>Note: a. The JV/Consortium shall have to furnish, ESI and Labour license within 45 days of receipt of the order.</b>
15	General Clause	Approvals of GTPs and Vendors	<b>The equipment shall be supplied as per the GTP specified by the OWNER from the manufacturer mentioned in the Vendors list ouploaded in the tender portal. For equipment for which GTP or slected Vendors are not specified in the tender, the same shall be supplied as per REC specification or Indian Standard (if REC specification is not available for such materials).</b>
16	Clause-22 (Deviation to the Scope of Works)	Deviation to the scope of works is not permissible under the contract. However, any variation to the scope during execution shall only be made with the prior approval of the Engineer-In-Charge justifying the reason of such changes. Changes in scope of work within the limit of $\pm 25\%$ of the Contract Price shall be allowed by Project Manager. Any changes in scope of work beyond the above limit shall be approved by the Board.	Deviation to the scope of works is not permissible under the contract. However, any variation to the scope during execution shall only be made with the prior approval of OWNER justifying the reason of such changes. Changes in quantity within the limit of $+25\%$ of the BOQ of the scope of work shall be allowed by OWNER at the same Unit Price. However, for any increase of any individual quantity in the BOQ (Price Schedule) by more than 25%, contractor shall execute the work at 10 % discounted Unit Price.
17	ANNEXURE – XIV (A)	Heading: Manufacturer’s Authorization Form for AIS S/S	Heading: Manufacturer’s Authorization Form for Equipment/Materilas used for AIS S/S

18	ANNEXURE – XIV (B)	Heading: Manufacturer’s Authorization Form for GIS S/S	Heading: Manufacturer’s Authorization Form for Equipment/Materilas used for GIS S/S
		WE M/s _____, manufacturers of GIS Sub-Stations having production facilities at.....	WE M/s _____, manufacturers of ..... having production facilities at.....

***Note: The above amendments will supersede the existing clauses of the tender document mentioned above. Besides, the implication of the above amendments shall also extend to other clauses of the tender documents ( including XLS Schedules) where ever applicable, even if not amended explicitly. The bidders are requested to construe the amendment accordingly in submission of their bid. It may please be particularly noted that since XLS -Techno-Commercial Schedule already uploaded may lead to confusion on editing the same, bidders are requested to fill in this XLS Techno-Commercial Schedule taking in to account the above amendments. All other terms and conditions of the tender specification shall remain un-altered.***