



**ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡି.**  
**ODISHA POWER TRANSMISSION CORPORATION LTD.**

*(A Government of Odisha Undertaking)*

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751022,  
OFFICE OF THE GENERAL MANAGER (Electrical)  
EHT (O&M) Circle, Cuttack.

At:- Madhusudan Nagar, P.O:- Tulsipur, Cuttack-753008.

E-mail- ehtm.cle.etc@optcl.co.in

**TENDER SPECIFICATION NO: ETCN/02/CTC/2022-23**

**SUPPLY OF 190 NUMBERS OF 150W OUTDOOR TYPE LED FLOODLIGHTS OF MAKE CROMPTON / JAQUAR / HAVELLS / WIPRO COMPLETE WITH ALL ACCESSORIES FOR DIFFERENT GRID SUB-STATIONS UNDER EHT (O&M) CIRCLE, CUTTACK**

**PART-I**

- SECTION-I: INSTRUCTION TO TENDERERS.**  
**SECTION-II: GENERAL CONDITIONS OF CONTRACT**  
**SECTION-III: SCHEDULE OF QUANTITY**  
**SECTION IV: LIST OF ANNEXURES**

**PART-II**

**PRICE BIDS & TECHNOCOMMERCIAL BID (EXCEL SHEET FORMAT)**

<b>Request for online tender documents:</b>	<b>From dt: 08.08.2022 (10.30 Hrs)</b>
	<b>To dt: 29.08.2022 (12.30 Hrs)</b>
<b>Issue of online tender documents (bid sheets):</b>	<b>From dt: 08.08.2022 (10:31 Hrs)</b>
	<b>To dt: 29.08.2022 (12:31 Hrs)</b>
<b>Last date of submission of online tender:</b>	<b>Up to dt: 29.08.2022 (17:30 Hrs)</b>
<b>Date of opening of Techno-commercial bid:</b>	<b>On dt: 30.08.2022 (15:30 Hrs Onwards)</b>
<b>Date of opening of Price Bid:</b>	<b>To be intimated after finalization of Techno-commercial bid and Sample Scrutiny.</b>

## TELEPHONES / CONTACTS

1. General Manager: 9438907315
2. Technical Section: 9438907174 / 9438908454
3. Office Land Line: 0671-2970226
4. Office Address: OFFICE OF THE GENERAL MANAGER (Elect)  
EHT (O&M) Circle, Cuttack.  
At: - Madhusudan Nagar, P.O:- Tulsipur,  
Odisha - 753008.  
E-mail - ehtm.cle.ctc@optcl.co.in

### NOTE: -

1. In case the due date for opening of tender happens to be a holiday, then tenders would be received & opened on the next working day at the same time.
2. Please note that the tenders against this tender enquiry are being invited **through e-tendering mode**. In case of any clarification the prospective bidders may contact this office as mentioned above.
3. **The prospective bidders are requested to get their digital signatures (Class-3) well before time** for participation in the tender and no request for extension on this account will be entertained.
4. **Manual tenders in any form/case will not be accepted.**



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ଼.

ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER (Electrical)

EHT (O&M) Circle, Cuttack

At: Madhusudan Nagar, P.O:- Tulsipur, Cuttack - 753008.

Tel- 0671-2970226, E-mail-[ehtm.cle.ctc@optcl.co.in](mailto:ehtm.cle.ctc@optcl.co.in)

**E-TENDER NOTICE NO: EHTM/GM/02/CTC/2022-23**

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, General Manager, EHT (O&M) Circle, Cuttack invites Tenders from Reputed manufacturers /Experienced suppliers /Authorized Dealers of **Crompton / Jaquar / Havells / Wipro** fulfilling the eligibility criteria of possessing valid I.T. Pan Card/ GST registration & clearance certificates, valid Authorization / Dealership Certificate etc. in two part bidding system for “**SUPPLY OF 190 NUMBERS OF 150W OUTDOOR TYPE LED FLOODLIGHTS OF MAKE CROMPTON / JAQUAR / HAVELLS / WIPRO COMPLETE WITH ALL ACCESSORIES FOR DIFFERENT GRID SUB-STATIONS UNDER EHT (O&M) CIRCLE, CUTTACK**”. The interested bidders would be required to enroll themselves on the tender portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). Complete set of bidding documents shall be available at [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) from **08.08.2022 (10.31 Hrs) up to 29.08.2022 (12.31 Hrs)**. Interested bidders may visit OPTCL’s official web site <http://www.optcl.co.in> and [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) for detail specification.

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL’s official web site <http://www.optcl.co.in> and [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) only.

Sd/-

**GENERAL MANAGER (Elec)  
EHT (O&M) CIRCLE, CUTTACK**



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡି.

ODISHA POWER TRANSMISSION CORPORATION LTD,

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER, (Elect)

EHT (O&M) Circle, Cuttack

At:- Madhusudan Nagar, P.O:- Tulsipur, Cuttack-753008.

Tel- 0671-2970226, E-mail-[ehtm.cle.ctc@optcl.co.in](mailto:ehtm.cle.ctc@optcl.co.in)

**E-TENDER NOTICE NO: EHTM/GM/02/CTC/2022-23**

**NOTICE INVITING TENDER**

For and on behalf of the **ODISHA POWER TRANSMISSION CORPORATION LTD.**, the undersigned invites bids from recognized, registered, well established and financially sound bidders under **two-part bidding** system in **e-tendering mode** only for the work of “*Supply of 190 numbers of 150W outdoor type LED Floodlights of make Crompton / Jaquar / Havells / Wipro complete with all accessories for different Grid Sub-Stations under EHT (O&M) Circle, Cuttack*” as per the following details:

II) Tender Specification No:	EHTM/GM/ETCN/02/CTC/2022-23
III) <b><u>Important dates</u></b>	
Request for online tender documents:	From: dt: 08.08.2022 (10.30 Hrs) To: dt: 29.08.2022 (12.30 Hrs)
Issue of online tender documents:	From: dt: 08.08.2022 (10:31 Hrs) To: dt: 29.08.2022 (12.31 Hrs)
Last date of submission of online tender:	Up to: dt: 29.08.2022 (17.30 Hrs)
Date of opening of Techno-commercial Bid:	On: dt: 30.08.2022 (15.30 Hrs Onwards)
Date of opening of Price Bid:	To be intimated after finalization of Techno-commercial bid and Sample Scrutiny.
IV) Estimated Value of work:	Rs 15,20,076/- (Inclusive of GST @ 18%)
V) Cost of Tender Specification Document:	Rs 7,080/- (Incl. GST@18%)
VI) Earnest Money Deposit:	NIL
VII) Tender Processing Fees:	Rs 1,520/-

### **VIII) ELIGIBILITY FOR SUBMISSION OF BIDS:-**

The Bidder should be fulfilling the following minimum eligibility criteria and must also submit documentary evidence in support of fulfillment of these criteria while submitting the Bid. Claim without documentary evidence will not be considered. The eligibility criteria and documentary evidence required are as follows:

<b>Technical Criteria</b>		
	<b>Description of Criteria</b>	<b>Required Supporting Document</b>
1.	<b>I.</b> The bidding firm should have experience of having successfully undertaken similar nature of work. <b>II.</b> Similar nature of work shall mean “Supply of outdoor type LED based Floodlight fittings and luminaires”	Copy of supporting purchase order, experience certificates, completion certificate as applicable by the authorized signatory of the organization for which experience certificate is being submitted and duly filled Data sheet as per <b>Form T4</b> .
2.	<b>I.</b> In case Bidders are Manufacturers, then they should possess valid Certificate of Registration / Incorporation, Certificate for Commencement of Business (If applicable), <b>II.</b> In case Bidders are Authorized Dealers / Resellers / Distributors / Wholesalers then they should possess valid Authorization certificate / Dealership Certificate.	<b>I.</b> Valid Proof of Certification issued by respective departments of Govt. of India such as Ministry of Corporate Affairs; Registrar of Companies etc. <b>II.</b> Valid Authorization / Dealership Certificate from Manufacturer
3.	Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN. The bidder must submit IT Returns of the last 3 (Three) years.
4.	The bidder, whose contract in the past was terminated by OPTCL during the contract period due to unsatisfactory performance, will not be eligible for participation.	The bidders are to submit and undertaking in this regard in their letterheads
5.	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	To be filled in non-judicial stamp paper of worth Rs.20/- and to be Notarized and submitted by the bidder.
6.	Bidders not having any legal suit against OPTCL / GRIDCO Ltd / SLDC are only eligible for submission of Bids.	Bid must be accompanied with declaration to this effect on letterhead of the bidders.

	Participation in the tender by suppression of the above facts shall invite penal action, whenever detected.	
<b><u>Financial Criteria</u></b>		
1.	The Bidder must have their own Bank Account	Attested supporting Documents
2.	The Bidder must be a regular IT return Filer.	Duly attested supporting documents such as Copy of IT Returns Acknowledgement.
3.	The Bidder's Minimum Average Annual financial turnover during the last 3 (Three) consecutive financial years, ending 31/03/2022 shall not be less than 30% of the estimated cost i.e. <b>Rs.4.56 lakhs</b>	Duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over during last three financial years in Form – T 7. Attested audited Balance Sheet & P/L A/C for the last three financial years (2018-19, 2019-20 & 2020-21, 2020-22 (If Audited)) shall be furnished as proof.
4.	The Bidder must provide their Bank Details along with IFS Code, Branch Code, RTGS details	Self-attested supporting Documents.
5.	The Bidder must duly authorize their signatory.	Power of attorney / authorizations must be enclosed along with the tender and duly filled Data sheet as per <b>Form T3</b>
6.	The track record of the bidders should be clean and it should not have any involvement in illegal activities or financial frauds.	Bid must be accompanied with declaration to this effect on letterhead of the bidders.
7.	The bidding firm should not be having any outstanding dues to be paid to OPTCL.	Bid must be accompanied with declaration to this effect on letterhead of the bidders.

**N.B: While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet OPTCL's requirements. Bidders and participants to this tender may consult their own legal advisers in relation to this tender before submission of Tender.**

The bidders can view the tender documents from website free of cost. The bidders who want to participate in the tender shall have to pay **Rs.7080/- (Rupees Seven thousand and eighty only) non-refundable including GST @ 18%** towards the cost of tender document, in the form of **Demand draft** only, drawn in favour of **EHT (O&M) Circle, OPTCL, Cuttack, Payable at Cuttack** and the same is to be submitted to the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall have to submit a non refundable amount of **Rs 1520/- (Rupees one thousand and twenty only)** towards the tender processing fee through e-payment gate way.

*(NOTE: For deposit of tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal i.e. by Credit Card, Debit Card, Net Banking)*

The payment acknowledgement slip should be submitted along with the Demand Drafts of the Tender cost at the office of the undersigned on or before the last date & time of submission of tender.

The bidders shall scan the Demand Draft towards EMD, Tender paper Cost and the payment acknowledgement slip of tender processing fee and upload the same in the prescribed form in **.gif** or **.jpg** format **in addition to sending the original as stated above.**

The prospective bidders are advised to register their user ID, Password, company ID from website [www.tenderwizard.com](http://www.tenderwizard.com)/OPTCL by clicking on hyper link “Register Me”.

Any clarifications regarding the scope of work and technical features of the tender can be had from the undersigned during office hours.

Sd/-

**GENERAL MANAGER (Elec)  
EHT (O&M) CIRCLE, CUTTACK**





**PART-I**  
**SECTION-I**  
**INSTRUCTIONS TO TENDERER**

**1. Submission of Bids:**

The bidder shall submit the bid in Electronic Mode only i.e [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL). The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request to collect the Bids in physical form will be entertained by the OPTCL.

OPTCL reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above. The participants to the tender should be registered under GST act and other as applicable.

- a) For all the users it is mandatory to avail the Class 3 Digital Signatures.**
- b) Manufacturers/ Dealers/ Bidders / Suppliers are requested to follow the below mentioned steps for Registration:**
- (i) Click “Register”, fill the online registration form.
  - (ii) Pay the amount of **Rs. 2360/-** through **E-payment gateway**.
  - (iii) This registration is valid for one year.
  - (iv) Send the acknowledgment copy for verification.
  - (v) As soon as the verification is being done the e-tender user id will be enabled.
- c) After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.**
- d) If any Bidder wants to participate in the tender he will have to follow the instructions given below:**
- (i) Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System.  
(Note: Make sure that necessary software of PKI is installed in your system).
  - (ii) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
  - (iii) Go to Start > Programs > Internet Explorer.
  - (iv) Type [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) in the address bar, to access the Login Screen.
  - (v) Enter e-tender User Id and Password, click on “Go”.
  - (vi) Click on “Click here to login” for selecting the Digital Signature Certificate.
    - Select the Certificate and enter DSC Password.
    - Re-enter the e-Procurement User Id Password



- e) To make a request for Tender Document, Bidders will have to follow below mentioned steps.
- (i) Click “Un Applied” to view / apply for new tenders.
  - (ii) Click on Request icon for online request.
  - (iii) Enter the required fields including details of D.D for tender Processing fee.
- f) After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the steps mentioned below:
- (i) Click to view the tender documents which are received by the user.
  - (ii) Tender document screen appears.
  - (iii) Click “Click here to download” to download the documents.
- g) After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- (i) Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
  - (ii) Note down / take a print of bid control number once it displayed on the screen
- h) Tender Opening event can be viewed online.
- i) Competitors bid sheets are available in the website for all.
- j) **For any e-tendering assistant contact help desk number mentioned below.**
- **Tenderwizard, Bangalore**  
**Phone: 080- 40482000.**  
**Email: optclhelpdesk@gmail.com**
  - **OPTCL Helpdesk**  
**Shri Satamanyu – Mob: 09937140591**  
**Mr. Rahil – Mob: 7008521627**  
**Email: etendershelpdesk@etenderwizard.com**

## 2. **Division of Specification.**

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

### **Part-I Consists of**

- SECTION-I: INSTRUCTION TO TENDERERS.  
SECTION-II: GENERAL CONDITIONS OF CONTRACT  
SECTION-III: TECHNICAL SPECIFICATION AND SCHEDULE OF QUANTITY  
SECTION IV: LIST OF ANNEXURES

### **Part-II Consists of**

TECHNOCOMMERCIAL BID and PRICE BID (excel sheet)

The Tenderers are required to submit the tenders in two-parts *viz. Techno-commercial & Price bid.*

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

The Purchaser may alter the quantities of materials /equipment at the time of placing orders. Initially, OPTCL may place order for lesser quantities with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. **Orders may also be split among more than one bidder for any particular item or division wise for the supply of materials, if considered necessary in the interest of the OPTCL**

**4. Purchaser's right to accept/reject bids:**

The purchaser reserves the right to reject any or all the tenders without assigning any reasons what so ever if it is in the interest of OPTCL, under the existing circumstances.

**5. Mode of submission of Tenders.**

- (i) Tenders shall be submitted in electronic mode only. ([www.tenderwizard.com/](http://www.tenderwizard.com/) OPTCL)
- (ii) **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

**6. Bid Security Declaration Form against EMD**

Tenderers are not required to submit any earnest money (EMD) / Bid Security towards participation in the tender. However the tenderer is required to submit the **Bid Security Declaration** in their firm's letter pad, as per **Annexure-13, Section IV** of this tender document **in lieu of the Earnest Money (EMD).**

If the tenderer withdraws or modifies the bid/s during the tender validity period or fails to execute formal contract agreement within the given timeline or commit any breach of Tender Conditions/ Contract which attracts penal action of forfeiture of EMD, then the firm will be suspended from bidding/ award of all future contract(s) of EHT (O&M) Circle, OPTCL, Cuttack for a period of **12 months** from the date of committing such a breach.

**7. Validity of the Bids: -**

The bidders are requested to keep the validity of their offer for a period of **180 days** from the date of opening of the tender, failing which the tenders will be rejected.

**8. Price:**

The bidders are advised to quote their rate as per the price schedule of this specification (to be downloaded separately along with techno-commercial bids from e-tender portal) and shall remain firm inclusive of all taxes & duties etc. within the validity of the tender.

**9. Tenderers to be fully conversant with the Clauses of the Tender Document:**

Tenderers are expected to be fully conversant with the meaning of all the clauses of the tender document before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the GM, EHT (O&M) Circle, Cuttack, This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

**10. e-Reverse Auction process shall be resorted to in the tender as follows:**

**A) STRATEGY FOR E-REVERSE AUCTION**

- (i) Bidders are required to go through the guide lines given below and submit their acceptance to the same.
- (ii) 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.
- (iii) Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted

**B) Procedure for electronic Reverse Auctioning (e-RA)**

- i. The e-RA shall be conducted on [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) only.
- ii. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at **Annexure-14, Section IV**). In non-receipt of the same, vendors will not be allowed to participate in e-RA.
- iii. 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 below.

Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.

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.

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).

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.

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).

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.

- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.
- ix. At any point during Reverse Auction, bidding price field shall remain enabled for the bidders. The total reverse auction period shall be unlimited and the initial auction period (1stslot) will be of thirty (30) minutes with provision of auto extension by ten (10) minutes from the schedule/extended closing time. If any fresh lower bid is received in last ten minutes of auction period or extended auction period, the auction shall get extended automatically for another 10 minutes. In case there is no Bid received during schedule / extended slot, the Auction shall get closed automatically without further extension.
- x. 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.
- xi. 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.

- xii. 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.
- xiii. 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.
- xiv. 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].
- xv. Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.
- xvi. 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.
- xvii. 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.

#### **11. Documents to Accompany Bids:**

Tenderers are required to submit tenders in the following manner:

- a) Declaration Form as per **Annexure-1** (duly signed) to be uploaded in \*.pdf format.
- b) **Bid Security Declaration Form** (scanned copy is to be uploaded).
- c) Abstract of Terms & conditions in prescribed proforma as per **Annexure-2**. To be entered in the bid sheets provided.
- d) General Terms & Conditions of contract as per Section-II of the Specification. (All the required documents are to be uploaded)
- e) Data on past experience if any **as per** the Specification. (Scanned copy to be uploaded).
- f) Proof of Manufacturer, Supplier, Authorized dealer, Reseller, Distributor, Wholesaler along with GST Registration and Clearance certificate. Permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- g) Notarized Undertaking as per **Annexure-4** regarding declaration by the bidder towards ineligibility by any authority and blacklisting of the firm by any government department/office.

- h) Duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turnover during last three (3) financial years in **Form – T7**. Attested audited Balance Sheet & P/L A/C for the last three (3) financial years (2018-19, 2019-20, 2020-21 & 2021-22 (If Audited)) shall be furnished as proof for ascertaining Minimum Annual Average Turnover (MAAT).
- i) Power of attorney (if any) / authorizations must be enclosed along with the tender and duly filled Data sheet as per **Form T3**
- j) Submission of declaration on letterhead of the bidder regarding the firm having no legal dispute with OPTCL.
- k) Self-attested supporting Documents regarding their Bank Details.
- l) Submission of declaration in the letterhead of the bidder that the track record of the bidder / firm is clean and it does not have any involvement in illegal activities or financial frauds.
- m) Submission of declaration that the bidder does not have any outstanding dues to be paid to OPTCL on letterhead of the bidders
- n) Duly attested supporting documents such as Copy of IT Returns Acknowledgement
- o) Duly filled Schedule of prices and commercial details in the prescribed proforma provided in \*.xls format.
- p) Any other document if required as per this tender specification is also to be uploaded.
- q) Photostat copies of type test certificates of materials/equipment offered as stipulated in the Technical Specification

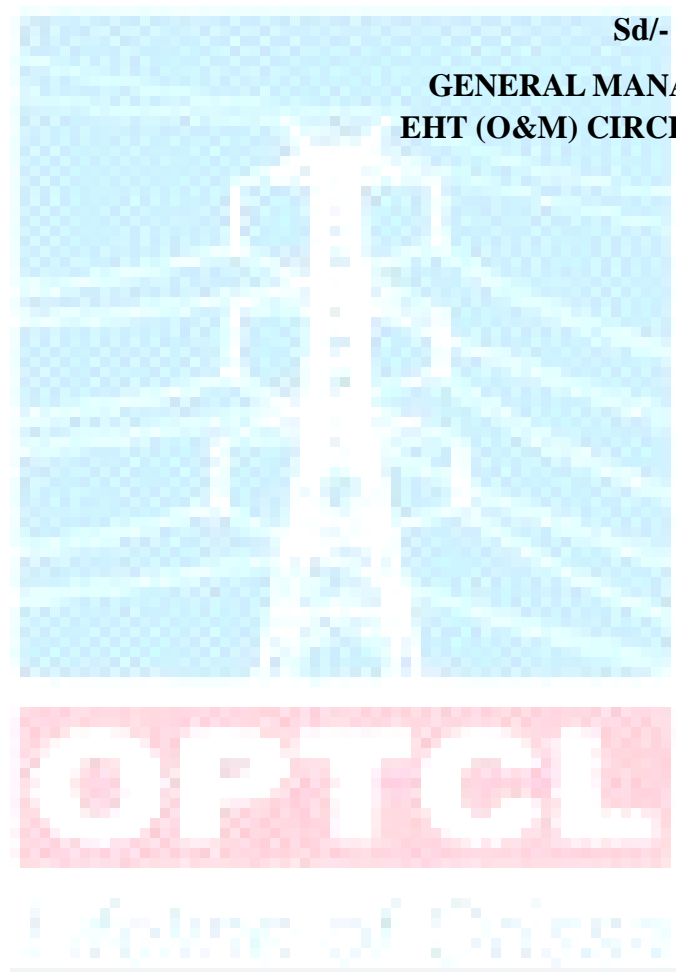
**12. Conditional Offer:**

Conditional offer/s shall not be accepted.

**13. General: -**

- i. The tenderers must get themselves registered in e-tender portal by paying an amount of **Rs.2360/- through e-payment mode only**. This registration is valid for two years.
- ii. The tender paper cost (Form fee non refundable) for an amount of **Rs 7080/- including GST@18%** is to be paid in shape of DD only.
- iii. The tender processing fee for an amount of **Rs 1,520/- only (Non-refundable)** is to be paid in e-payment mode only.
- iv. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.

- v. Notice inviting tender shall form part of this specification.
- vi. It should be distinctly understood that the price bid shall contain only details /documents relating to price, as mentioned herein above.
- vii. **The Tenderer must submit the cost of tender document in shape of DD in a sealed cover envelope super scribing the Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.**



Sd/-

**GENERAL MANAGER (Elec)  
EHT (O&M) CIRCLE, CUTTACK**



## SECTION-II

### GENERAL TERMS AND CONDITIONS OF CONTRACT (G.T.C.C)

#### **1. SCOPE OF THE CONTRACT:**

This specification covers “Supply of 190 numbers of 150W outdoor type LED Floodlights complete with all accessories for different Grid Sub-Stations under EHT (O&M) Circle, Cuttack” as per technical requirement mentioned in Section – III of the tender specification. The scope of contract shall be to deliver the material on Rail/Road transport at destinations of OPTCL site store as specified in the schedule of quantity. **The tenderer should quote the make of items and indicate whether the materials bear ISI mark. The bids must be accompanied with mandatory test certificates. LUMINARY MANUFACTURER HAS TO SUBMIT AUTHORIZATION CERTIFICATE FROM LED CHIP MANUFACTURER without which their tenders will not be entertained**

#### **2. DEFINITION OF TERMS:**

For the purpose of this specification and General Terms and Conditions of contract [GTCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

- a) “The Purchaser” shall mean the General Manager, EHT (O&M) Circle, Cuttack for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Bhubaneswar.
- b) “The Engineer” shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- c) “Purchaser’s Representative” shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- d) “The Supplier” shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder’s executives, administrators, successors and permitted assignees.
- e) “Equipment” shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- f) “Contract Price” shall mean the sum named in or calculated the bid.
- g) “General Condition” shall mean these General Terms and Conditions of Contract.
- h) “The Specification” shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules.
- i) “Month” shall mean “Calendar month”.
- j) “Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.

- k) “FOR Destination costs” shall mean the cost at our work site. The GST is to be calculated extra.
- l) The term “Contract document” shall mean and include GTCC, specifications, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- m) Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that, as in the ODISHA General Clauses Act.

**3. MANNER OF EXECUTION:**

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

**4. GENERAL REQUIREMENT:**

The LED fittings must to be suitable for the purpose of switch yard lighting of various Grid Substations under EHT (O&M) Circle, Cuttack. The fittings must meet all the requirements as specified in the technical specification. Each unit must be accompanied with LED chip manufacturer certificate and LM 79 & 80 test certificates. The fittings must be water proof and dust proof as per protection certificate IP 66. The Driver Certification documents must also be enclosed within.

- 5. SUBMISSION OF SAMPLE: The bidders are requested to submit the sample of each item quoted by them to this office on or before tender opening date.** The samples of all bidders shall be scrutinized by a sample scrutiny committee to be constituted by the purchaser. If required, the bidder or their authorized representatives may be informed to remain present during scrutiny of samples. The date of sample scrutiny will be intimated to the bidders in due course. The bidders, whose samples are approved by the committee, shall be considered for price comparison. *In no case, the bidders shall be allowed for change of sample.*

**6. REJECTION OF MATERIALS.**

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

- 7. LANGUAGE AND MEASURES:** All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions,

drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

**8. RIGHT TO REJECT /ACCEPT ANY TENDER:**

The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The purchaser has exclusive right to alter the quantities of materials/ equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery schedule of the materials. It may be clearly understood by the Tenderer that the purchaser need not assign any reason for any of the above action[s].

**9. DELIVERY:-**

The materials shall be **supplied within 60 days from the date of issue of purchase order**. The tenderer has to ensure the delivery the materials at scheduled destination as per the *Schedule of Quantity along with Delivery Schedule* at **Section-III** within the delivery period. The detailed instruction regarding dispatch of materials to OPTCL stores will be indicated at the time of placing the order. The purchaser however reserves the right to reschedule the delivery, change of destination.

**10. DESPATCH INSTRUCTIONS.**

a) The equipment/ materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only after getting dispatch clearance/ purchase order from the purchaser.

**b) Loading & unloading of Ordered Materials.**

It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store. The Purchaser shall have no responsibility on this account.

**11. SUPPLIER'S DEFAULT LIABILITY.**

(I) The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.

a) If in the judgment of the Purchaser, the supplier fails to make delivery of equipment/material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.

b) If in the judgment of the Purchaser, the supplier fails to comply with any of the provisions of this contract.

(II) In the event, Purchaser terminates the contract in whole or in part the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in

relation to the equipment/ material similar to that terminated, then the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in Clause-27 of this section until such reasonable time as may be required for the final supply of equipment.

(III) In the event the Purchaser does not terminate the contract, the supplier shall be liable to the Purchaser for penalty for delay as set out in Clause-27 of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

**12. FORCE MAJEURE:**

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

**13. EXTENSION OF TIME:-**

If the delivery of equipment/material is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

**14. GUARANTEE / WARRANTY PERIOD: -**

The materials shall be guaranteed / warranted for satisfactory operation and trouble free service for a period of **at least 24 months i.e. 2 (Two) years (+1 year if mutually agreed upon by the Purchaser & Supplier)** from the date of delivery. The above guarantee certificate shall be furnished along with supply of material in triplicate to the purchaser for approval. **Any defect if noticed during this period in the LED Floodlight, the complete luminaire shall be repaired at site or replaced (if irreparable) free of cost** provided, such defects are traced due to bad materials used / bad workmanship and faulty design, upon written notice from the purchaser failing which provision of Clause 27 (ii) shall apply.

**15. TEST CERTIFICATE:** Necessary manufacturer certificate / test certificate in respect of the LED based floodlight fittings shall be submitted before dispatch of materials for approval. Test certificate in respect to the bid items should conform to relevant IS. The **LM-79** test certificate of the luminaire for the quoted model along with **LM-80** certificate of the chip should also be submitted. The driver for the floodlight is to be **BIS** certified and **ROHS, CE, UL** compliant and

certificate of the same shall be provided by the tenderer. The **IP-66** certificate for the luminaire should also be provided along with the tender quotation.

**16. SUBMISSION OF PROOF REGARDING MANUFACTURER'S CERTIFICATE/ AUTHORISED DEALERSHIP CERTIFICATE, PRICE LIST OF THE MANUFACTURER, PAST EXPERIENCE OF EXECUTION OF ORDER PERFORMANCE CERTIFICATE, TECHNICAL LITERATURE AND DRAWING OF LUMINAIRE AND DRIVER, TYPE TEST CERTIFICATE:**

Attested legible Xerox copies of necessary Manufacturer's certificate, valid authorized dealer certificate, Manufacturer's Price list and technical literature etc. should be furnished along with the tender. If required, the firms may be requested to produce such original certificates for verification. Proof of Past experience, such as supporting purchase orders, experience certificates, completion certificate as applicable by the authorized signatory of the organization for which experience certificate is being submitted need to be furnished by the bidders. The tender shall be accompanied with detail drawing and technical literature, leaflets, manuals if any.

**17. GST REGISTRATION AND CLEARANCE CERTIFICATE, PAN CARD, AUTHORIZED DEALERSHIP CERTIFICATE, CERTIFICATE OF REGISTRATION / INCORPORATION**

Clear attested photocopies of IT PAN, Valid GST registration & clearance certificate, Authorized Dealership Certificate, Certificate of Registration / Incorporation, Certificate for Commencement of Business (If applicable), valid Certificate of Registration / Incorporation, Certificate for Commencement of Business (If applicable), valid on the date of opening of tender should be submitted along with tender, without which tender will be rejected. The Contractor may be requested to produce original PAN card, GST registration and clearance certificate as applicable and all other relevant documents for verification. Those who fail to produce the same and found not to be valid on the date of opening of tender, their tenders will be rejected.

**18. FREE REPLACEMENT:** Free replacement of materials lost / damaged during transit shall be made immediately on receipt of the intimation from the consignee /Paying Officer without waiting for settlement of the claim of bidders with Railway/Lorry/Insurance Company etc.

**19. STANDARDS:** The equipment shall strictly comply with relevant IS (Latest edition along with amendments if any) or equivalent standard as regards material, design, manufacture, testing etc.

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



**21. B.G. TOWARDS PERFORMANCE SECURITY DEPOSIT AGAINST 100% PAYMENT:**

- a) For manufacturers / dealers / suppliers situated inside & outside the state of ODISHA, a **Composite Bank Guarantee** towards **Performance Security Deposit** for **3% [three percent]** of the total **FORD** cost of the purchase order, shall be furnished from any Nationalized bank having a place of business at Cuttack, Cuttack drawn in favour of **General Manager, EHT (O&M) Circle, OPTCL, Cuttack** within 15 days from the date of issue of the purchase order. The BG Agreement shall be executed on non-judicial stamp paper worth of Rs.50.00 [Rupees fifty] only or as per the prevalent rules, **valid for a period of 2 months from the last date of guarantee period** and submitted to the ordering authority for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at encashment at Cuttack, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.
- b) No interest is payable on any kind of Bank Guarantee.
- c) In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- d) The Bank Guarantee Format is provided at Annexure-III, Section-IV
- e) The aforesaid BG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract

**22. PRICE BID:** The bidder shall quote their rates in the space provided and unprotected in the Rate Column only in the price bid. No additional charges, taxes etc. will be paid. The price should be **firm** and **FOR** destination at our site stores located at different places by rail/road transport. The price should be inclusive of packing, forwarding, freight, insurance charges and taxes if any.

**23. EVALUATION OF PRICE BIDS:** Order on the firm will be placed on the basis of L1 evaluated price of the techno-commercial and sample scrutiny qualified bidders. However OPTCL reserves the right to split up the orders among bidders on individual merits of the bidders, if the situation so warrants, in the interest of OPTCL. All the bidders may be required to explain / justify the basis of their quoted rates as and when asked for. In case, any bidder fails to justify his quoted rates or refuses to co-operate in this regard, they will not be considered for participating in the tendering process and will not be allowed to participate in any future tender for a period of (3) three years.

**24. AWARD CRITERIA:** The purchase order will be awarded to the evaluated responsive bidder and upon successful sample scrutiny, in order to supply the items for OPTCL.

**25. NOTIFICATION OF AWARD :** Before expiry of the tender validity period or completion of all process of this tender specification, whichever is earlier, OPTCL will notify the name of successful bidder by email / fax / post selected by OPTCL, has been accepted, also briefly indicating therein the essential details like description, specification and schedule of quantity and corresponding prices accepted. The successful bidder must furnish to OPTCL the required performance security within 15 (fifteen) days from the date of issue of the Purchase Order, failing which the firm will not be allowed to participate in any future tender for a period of (3) three years . Relevant details about the performance security have been provided under GTCC Clauses.

**26. TERMS OF PAYMENT.**

- (i) 100% value of each consignment with GST in full as applicable inclusive of freight & Insurance charges will be paid on receipt of materials in good condition at stores/desired site and verification thereof, subject to furnishing and approval of Composite Bank Guarantee at the rate of 3% (Ten percent) of the cost of supplied materials, as stipulated under Clause-21 of this specification & on prior approval of guarantee certificate & Test certificate by the Purchaser. Income tax as applicable shall be deducted from the source.
- (ii) The supplier shall furnish Composite Bank Guarantee of appropriate amount to OPTCL covering 3% of F.O.R. Destination cost of the purchase order well in advance (within 15 days from the date of issue of the purchase order) before dispatch of materials.

**27. PENALTY FOR DELAY IN COMPLETION OF CONTRACT**

- a) If the Supplier fails to deliver the materials within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Supplier, penalty for a sum of half percent (0.5 percent) of the total price excluding GST, of the un-delivered equipment for each calendar week of delay or part thereof. For this purpose, the date of receipt of challan shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five percent (5%) of the base price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components and accessories as per technical Specification are also delivered. If certain components & accessories are not delivered in time, the equipment will be considered delayed until such time as the missing parts are delivered.
- b) If the Supplier fails to replace the material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30<sup>th</sup> day from the date of issue of letter on defectiveness of



material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. The purchase order amount shall mean ex-works price + freight & insurance and all taxes & duties. If the defects so intimated within the guarantee period will not be rectified by the Supplier within the stipulated period then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.

## **28. INSURANCE**

The Supplier shall undertake insurance of stores covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without waiting for the settlement of their claims with the carriers and underwriters.

## **29. PAYING AUTHORITY AND CONSIGNEE:**

<b>Sl. No</b>	<b>PAYING OFFICER</b>	<b>CONSIGNEE</b>
<b>1</b>	<b>DGM, EHT (O&amp;M) Division, Paradeep</b>	<b>SDO, Grid Sub-station, Paradeep</b>
<b>2</b>	<b>DGM, EHT (O&amp;M) Division, Cuttack</b>	<b>SDO, Grid Sub-Station, Bidanasi</b>

## **30. PAYMENT DUE FROM THE SUPPLIER**

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

## **31. SUPPLIER'S RESPONSIBILITY.**

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

**32. ARBITRATION:** In the event of any dispute arising due to this contract, after due notice of the claim, the matter shall be referred to any arbitrator nominated by the Managing Director, OPTCL. The bidder agrees that the arbitrator could be any official of OPTCL. The bidder shall not have any objections in this regards and such appointment and the award of the arbitrator shall be final and binding on arbitration as per the Arbitration and Conciliation Act. 1996. The venue of the arbitration will be Bhubaneswar.

**33. JURISDICTION:-** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Suit, if any, arising out of this tender/ or contract shall be filed

by either party in a Court of Law at Cuttack to which the jurisdiction of High Court of Odisha extends.

**34. INTERPRETATION:** In case of any ambiguity in the interpretation of the conditions of the engagement and scale of charges, the interpretation of the Managing Director, OPTCL will be final and binding on the parties to the conditions of engagement.

**35. NOTICES:**

- a) Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- b) The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**36. CORRESPONDENCES**

- i) Any notice to the bidder / contactor under the terms of the contract shall be served by Registered Post or by hand at the bidder/contactor's Principal Place of Business.
- ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

**Official Address of the Parties to the Contract**

The address of the parties to the contract shall be specified:-

**Purchaser:** General Manager,

EHT (O&M) Circle, OPTCL, Cuttack

At: Madhusudan Nagar, P.O: Tulsipur, Cuttack, Odisha, Pin-753008

Telephone No. 0671 –2970226

**Bidder:** Address

Telephone No:

Fax No.

**37. OUTRIGHT REJECTION OF TENDERS**

Tenders shall be out rightly rejected if the followings are not complied with:

- a) The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the date and time of opening of the bid.
- b) The Tender shall not be submitted telegraphically or by FAX.
- c) The tender shall not be conditional.
- d) There must not be any violation to the terms & conditions set forth and provided in the tender specification.

- e) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes. Incomplete submission of this schedule will make the tender liable for rejection.
- f) All the necessary excel sheets like techno-commercial bid sheet, price bid sheet etc. attached with the tender should be duly filled up without any empty cells
- g) Tenders shall be accompanied with the **Bid Security Declaration Form**.
- h) The Tenderer should quote '**FIRM**' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- i) Non submission of all documents as per **Clause No. 11, Instructions to tenderers, Section-I**
- j) Tenders shall be accompanied with clear valid photocopy of GST registration & clearance certificate, PAN card, Authorized Dealership Certificates, Certificate of Incorporation / Registration etc. which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
- k) **The tenders not accompanied with the required test certificates.**
- l) **The tenderer must submit sample of the item quoted along with the tender documents on or before tender opening time for sample scrutiny by the purchaser.**
- m) **Authorized dealership certificate** issued by the manufacturers (**In case of authorized dealer**), valid on the date of opening of the tender shall be submitted along with the tender.
- n) Luminary manufacturer has to submit the **authorization certificate from the LED chip manufacturer of CREE / NICHIA / Toyoda Gosei / OSRAM/ Lumiled / Seoul Semiconductors only**, without which the Tender shall be rejected. **Relevant drawing & technical literature specifying the lumen capacity of the lamp & manufacturer's price list shall be submitted along with the tender.**
- o) There must not be any deviation to the delivery schedule as specified in tender specification.
- p) Duly filled and signed Forms as per List of Annexures, Section IV, such as Abstract of general terms and conditions of contract declaration forms etc.
- q) Tenderers not fulfilling the qualifying criteria as mentioned in **ELIGIBILITY FOR SUBMISSION OF BIDS.**
- r) The bidders have to **unconditionally comply** with tender specification.
- s) There must not be any violation to the terms & conditions set forth and provided in the tender specification.

Sd/-

**GENERAL MANAGER (Elec)  
EHT (O&M) CIRCLE, CUTTACK**

**SECTION – III**  
**A. TECHNICAL SPECIFICATION**

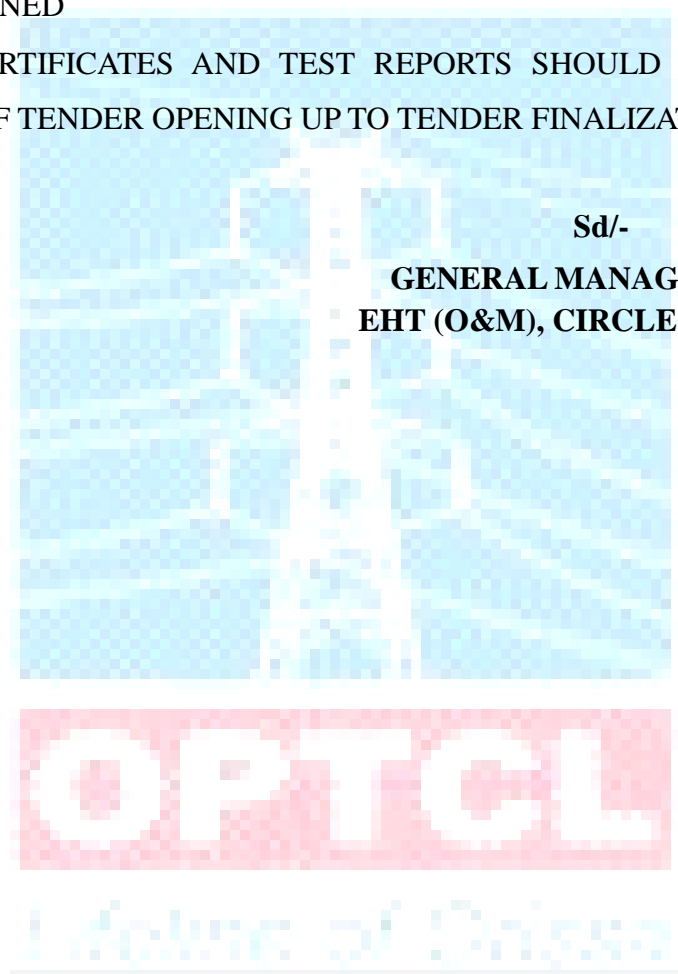
Sl. No.	Parameter	Requirement
1	Rated System Wattage (Watts)	150W±10%
2	Optical Assembly	<b>High Power Discrete LED's with individual Lens designed to optimized application efficiency</b>
3	Beam Angle	90° for Luminaire
4	Power Factor	≥0.95
5	Operating Voltage range (Volts)	120 - 270 VAC
6	SYSTEM CURRENT @ 240V AC	0.66A ±10%
7	Supply Frequency (Hz)	50
8	Total Harmonic Distortion (%)	<10%
9	Surge Protection (kV)	<b>(Should strictly adhere to) 4KV inbuilt Surge protection along with 440V withstand protection in driver + Additional 10KV external SPD</b>
10	LED Efficacy	<b>≥140 Lm/W (Manufacturer to submit proof for the same)</b>
11	System Efficacy (lumen/watt)	<b>≥100 Lm/W</b>
12	Junction Temperature (Tj)	The Junction Temperature shall be <75 Deg. C at 25 Deg. C to 30 Deg. C Ambient Temperature
13	Ingress Protection (IP)	IP66
14	Mechanical Impact of the entire fitting (IK)	IK07
15	Housing	Water proof dust proof sealed Housing with pressure Die-cast Aluminium having separate compartment for driver.
16	Finish	All Weather Durable Matte Finish Powder Coating
	Luminaire cover / glass	Heat resistant toughened glass
17	Luminaire mounting arrangement	Wall or Surface Mounting made up of MS Cradle of thickness not less than 2.5mm with 180° angular rotation of luminaire
18	Color Rendering Index (CRI)	≥80
19	Working Life for LED (@L70) (No. of hours)	Minimum 50,000 Burning Hours as per LM-80 Report
20	Color Temperature (Deg. Kelvin)	5700° to 6500°K
21	LED Drive Current (A)	Not more than 85% of the rated current carrying capacity of LED
22	Make of LED manufacturer	CREE / NICHIA / Toyoda Gosei / OSRAM / Lumiled / Seoul Semiconductors

23	Humidity (% min & max - Relative humidity)	10% to 95% RH
24	Suitability for dusty conditions	Yes
25	Operating Temperature Range	Minimum -5 °C To 70°C
26	Driver	SMPS based Constant Current Supply One No. Independent Drivers for the Luminaire
27	Driver Protection	Short Circuit, Over Load, Open Circuit No - Load, Surge Protection, EMI & Environmental
28	Driver Technical Data Sheet	Technical Data Sheet of the Driver used in the offered Luminaire to be submitted along with the Offer.
29	Driver Type	<b>Constant Current, potted driver with internal Surge Protection of <math>\geq 4\text{KV}</math>, CE marking &amp; ROHS Compliant</b>
30	Driver Efficiency	$\geq 90\%$
31	Driver Compliance	1. IS 15885 (Part 2/Sec 13) as per BIS Certificate 2. The Driver having CE marking & ROHS compliance shall be given preference.
32	Driver Life class (Br. Hrs.)	>15000 Burning Hours
33	Driver Make	Philips or any other reputed make with valid BIS Certification
34	Warrantee / Guarantee	As per Clause No 14 of Section II, Part 1 i.e. 2 Years. <b>Any bidder providing additional warranty of +1 year shall be given preference.</b>
35	<b>LENS:</b>	90° Secondary Optical Lens
36	<b>MAKE OF LENS:</b>	LEDIL / KHATOD / OPTIKS MECHATRONICS/ OPTICA
<b>Mandatory Documents to be submitted along with Offer apart from the one mentioned above:</b>		
1	Technical Data Sheet of the Offered Luminaire	Technical Data Sheet of the Offered Luminaire to be submitted along with the Offer.
2	Technical Data Sheet of the Driver	Technical Data Sheet of the Driver used in the Offered Luminaire to be submitted along with the Offer
3	LM 79 (Photometry) Report	LM-79 Report mentioning Total Lumen output, Power, Power Factor, Current in Amps, CRI & CCT of the offered Luminaire to be submitted along with the Offer.
4	LM 80 Report & Photo-biological Report for LED	LM-80 Report & the Photo-biological Report of the LED Chip being used in the offered Luminaire to be submitted along with the Offer.
5	Driver Certification	ROHS, CE, UL Report of Driver, BIS Certificate of the Driver

6	Report	As per requirement, all the test Certificates / reports are to be obtained from NABL Accredited Laboratories for the quoted Luminaire, Driver & LED Chip
---	--------	--

**N.B:**

- LUMINARY MANUFACTURER HAS TO SUBMIT **AUTHORIZATION CERTIFICATE FROM LED CHIP MANUFACTURER LIKE CREE / NICHIA / TOYODA GOSEI / OSRAM/ LUMILED/ SEOUL SEMICONDUCTORS ONLY** ALONG WITH TYPE TEST CERTIFICATE OF LUMINARE WITHOUT WHICH THEIR TENDERS WILL NOT BE ENTERTAINED
- ALL THE CERTIFICATES AND TEST REPORTS SHOULD BE VALID FOR THE DURATION OF TENDER OPENING UP TO TENDER FINALIZATION.

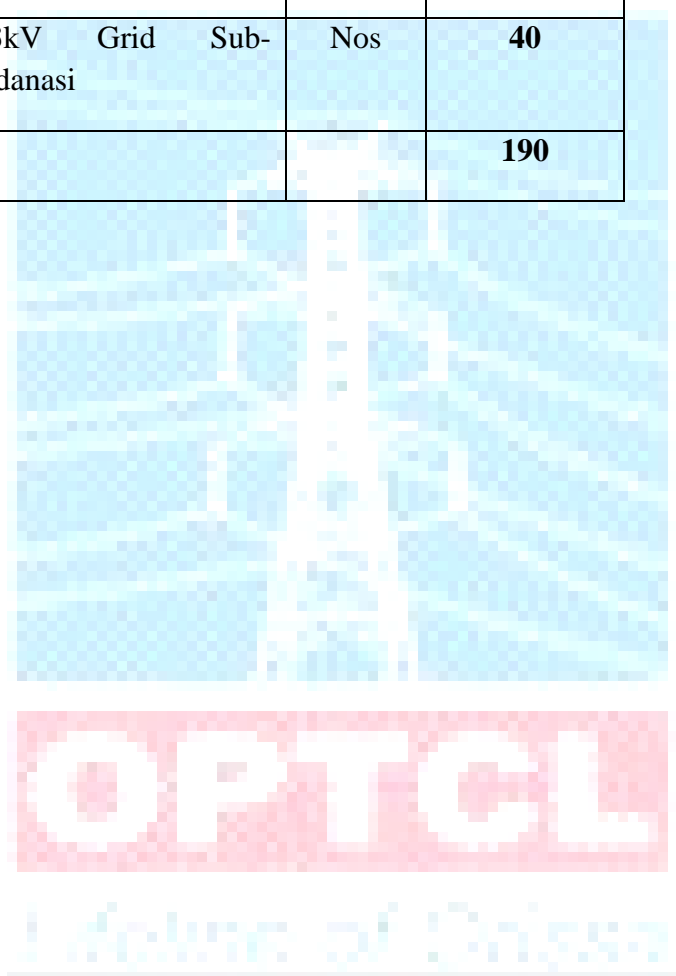


**Sd/-**  
**GENERAL MANAGER (Elec)**  
**EHT (O&M), CIRCLE, CUTTACK**

### SECTION – III

#### B. SCHEDULE OF QUANTITY ALONG WITH DELIVERY SCHEDULE

<i>Sl. No</i>	<i>Description of Material</i>	<i>Unit</i>	<i>Quantity</i>
<b>1.</b>	<b>Paradeep Division</b>		
a)	220/132/33kV Grid Sub-Station, Paradeep	Nos	<b>150</b>
<b>2</b>	<b>Cuttack Division</b>		
a)	220/132/33kV Grid Sub-Station, Bidanasi	Nos	<b>40</b>
	<b>TOTAL</b>		<b>190</b>



:



## SECTION-IV

### [LIST OF ANNEXURES]

The following schedules and proformas are annexed to this specification and contained in Section-III as referred to in the relevant clauses. Wherever necessary, the annexures duly filled and signed by the bidder are to be scanned and uploaded along with the tender bid.

1	Declaration form	ANNEXURE-1
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-2
3	Proforma for composite bank guarantee for security deposit payment and performance	ANNEXURE-3
4	Proforma of self-declaration- Black listing/ debarring action	ANNEXURE -4
5	Deviation Schedule	ANNEXURE -5
6	Litigation History	ANNEXURE -6
7	Form T1: Letter of Application	ANNEXURE -7
8	Form T2: Bidder's Information	ANNEXURE -8
9	Form T3: Power of Attorney	ANNEXURE -9
10	Form T4: Work Experience	ANNEXURE -10
11	Form T6: Anti-Collusion certificate	ANNEXURE -11
12	Form T7: Financial Capabilities of Bidder	ANNEXURE -12
13	Bid Security Declaration Form	ANNEXURE -13
14	Reverse Auction Process Compliance	ANNEXURE -14

**ANNEXURE - 1**  
**DECLARATION FORM**

To,  
The General Manager (Elect)  
EHT (O&M) Circle, OPTCL  
Cuttack

Sub: - **Tender Specification No-**\_\_\_\_\_

Sir,

1. Having examined the above specification together with terms & conditions referred to therein I/We the undersigned hereby offer to take up the **Supply of 190 numbers of 150W outdoor type LED Floodlights complete with all accessories for different Grid Sub-Stations under EHT (O&M) Circle, Cuttack** including supply of materials, other consumables etc in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.

2. I / We hereby undertake Supply of 190 numbers of 150W outdoor type LED Floodlights complete with all accessories for different Grid Sub-Stations under EHT (O&M) Circle, Cuttack as specified in the Tender.

3. I / We hereby guarantee the validity of the required documents from concerned authorities to be submitted as per the ELIGIBILITY FOR BID SUBMISSION mentioned in the Tender specification.

4. I/We certify to have submitted the bid electronically by remitting \*cash/money order /D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. \_\_\_\_\_ Dated, \_\_\_\_\_

5. In the event of Tender, being decided in \*my/our favour, \* I/We agree to furnish the Composite B.G. / Fixed Deposit in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to \*me/us as per **Clause-21 of section-II** of this specification within 15 days of issue of letter of intent/purchase order failing which \*I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the EMD deposited by us shall be forfeited by OPTCL.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Yours faithfully

Signature of the Tenderer

with seal of the company



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

\* (Strikeout whichever is not applicable)

**ANNEXURE - 2**

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

1(a)	Cost of Tender Document: D.D No & Date.	
1(b)	Bid Security Declaration	Yes/No
1(c)	Tender Processing Fee: E-Challan No. & Date.	
2	Suppliers's past experience including user's certificate furnished	Yes/No
3	<b>Manner of work:-</b> Whether agreeable to OPTCL's desired manner as indicated .	Yes/No
4	Whether agreeable to furnish Composite B.G. in case his tender be successful.	Yes/No
5	<b>Terms of payment:-</b> Whether agreeable to OPTCL's terms regarding payment?	Yes/No.
6	Nature of price:- FIRM	Yes/No
7	<b>Penalty:-</b> Whether agreeable to OPTCL's terms .	Yes/No
8	<b>Validity:-</b> Whether agreeable to OPTCL's terms	Yes/No
9	Whether declaration form duly filled in furnished.	Yes/No.
10	Whether scanned copy of required documents furnished.	Yes/No.
11	Whether scanned copy of Audited Accounts furnished	Yes/No.

Signature:  
1.   
2. 

**ANNEXURE - 3**

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE**

**(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.)**

This Guarantee Bond is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022/23 by us the \_\_\_\_\_ Bank at \_\_\_\_\_ P.O. \_\_\_\_\_ P.S. \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_

1. WHEREAS the ODISHA POWER TRANSMISSION CORPORATION LTD., a body corporate constituted under the Electricity Act, 2003 [hereinafter called "the OPTCL" which shall include its successors and assigns has placed orders No. \_\_\_\_\_ Date \_\_\_\_\_ [hereinafter called "The Agreement"] on M/s. \_\_\_\_\_

[Hereinafter called "Agency"], which shall include its successors & assignees.

AND WHERE AS the Agency has agreed to Supply of 190 numbers of 150W outdoor type LED Floodlights complete with all accessories for different Grid Sub-Stations under EHT (O&M) Circle, Cuttack to the OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the Agency from making payment of Security [2] to release 100% payment of the cost of service as per the said agreement and [3] to exempt from performance guarantee on furnishing by the Firm / Agency to the OPTCL, a Composite bank Guarantee of the value of 5 % [five percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the Agency from making payment of Security [2] releasing 100% payment to the Firm / Agency and [3] to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the \_\_\_\_\_ [Bank][hereinafter referred to as 'the Bank'] do hereby undertake to pay to the OPTCL an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] against any loss or damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Agency [s] of any of the terms or conditions contained, in the said agreement.

2. We the ( \_\_\_\_\_ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by OPTCL by reason of any breach by the said Firm / Agency [s] of any of the terms or conditions, contained in the said agreement or by reason of the Firm / Agency's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_]

3. We the \_\_\_\_\_ Bank} also undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Firm / Agency [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency [s] shall have no claim against us for making such payment.

4. We, (\_\_\_\_\_ Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ODISHA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Firm / Agency [s] and accordingly discharges this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the [Date \_\_\_\_\_], we shall be discharged from all liability under this guarantee thereafter.

5. We, (\_\_\_\_\_ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Firm / Agency and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Firm / Agency or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Firm / Agency [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and The Firm / Agency [s].

7. We, [\_\_\_\_\_ Bank] lastly undertake not to revoke this guarantee during its \_\_\_\_\_ currency except with the previous consent of the OPTCL in writing.

8. We the \_\_\_\_\_ Bank further agree that this guarantee shall also be inviolable at our place of business at Branch of Bhubaneswar in the state of Odisha. [Indicate the name of the Bank & Branch]

‘Notwithstanding anything contained herein above’

a) Our liability under the bank guarantee shall not exceed Rs. \_\_\_\_\_ (In words Rupees \_\_\_\_\_).

b) This bank Guarantee shall be valid up to \_\_\_\_\_.

c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at \_\_\_\_\_ branch of Bhubaneswar in the state of Odisha a written claim or demand on or before \_\_\_\_\_ (date of expiry of guarantee).

Date at \_\_\_\_\_ the, \_\_\_\_\_ day of 20 \_\_\_\_\_.

For \_\_\_\_\_  
[Indicate the name of Bank]

Witness (Name, Signature & Address)

- i.
- ii.

**ANNEXURE – 4**

**PROFORMA OF SELF DECLARATION-**  
**BLACK LISTING/ DEBARRING ACTION**

*(To be filled in non-judicial stamp paper of worth Rs.20/- and to be Notarized)*

Name of the Bidder: -----

e-Tender Notice No: -----

Sir,

1. I/We, the undersigned do hereby declare that, I/We have never failed to perform satisfactorily in any work of OPTCL/ Govt. Of Odisha /Central Govt./ in any Govt. funded Project during last three financial years (and the current financial year) and / or I/We **do not have any litigation with OPTCL** and we do not stand currently debarred/blacklisted by any of the Electricity Transmission Utility / Generation Utility /OPTCL / Govt. of Odisha/ Central Govt. of India.

2. Further, I/We, the undersigned do hereby declare that, I/We have not been declared as Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016.

3. In the event, any information is found out contrary to the above either during the finalisation of the tender or during the execution of the contract, My/Our bid / contract shall be liable for rejection / cancellation / termination without any notice with forfeiture of EMD/CPBG at the sole discretion of OPTCL.

Yours faithfully,

Place-

Date-

Signature of the bidder

With seal

**Note: The bidder shall also disclose, if he was debarred/black listed by any utility in the past and if the debar/blacklisting order was subsequently withdrawn by the utility suo-moto or set aside by any court order.**

(This form shall be duly filled-up, signed by the bidder (including each of the Joint Venture/Consortium partner) & uploaded as an attachment)

**ANNEXURE-5**

**DEVIATION SCHEDULE**

**Tenderer shall enter below particulars of his alternative proposal for deviation from the specification, if any.**

**A) Technical**

<b>Sl. No</b>	<b>Clause No. of specification</b>	<b>Particulars of deviations.</b>

**Place: -**

**Date:**

**Signature of Tenderer:**

**Name, Designation, Seal**

**B) Commercial deviations.**

<b>Sl. No</b>	<b>Clause No. of specification</b>	<b>Particulars of deviations.</b>

**Place: -**

**Date:**

**Signature of Tenderer:**

**Name, Designation, Seal**



**ANNEXURE - 6**  
**LITIGATION HISTORY**

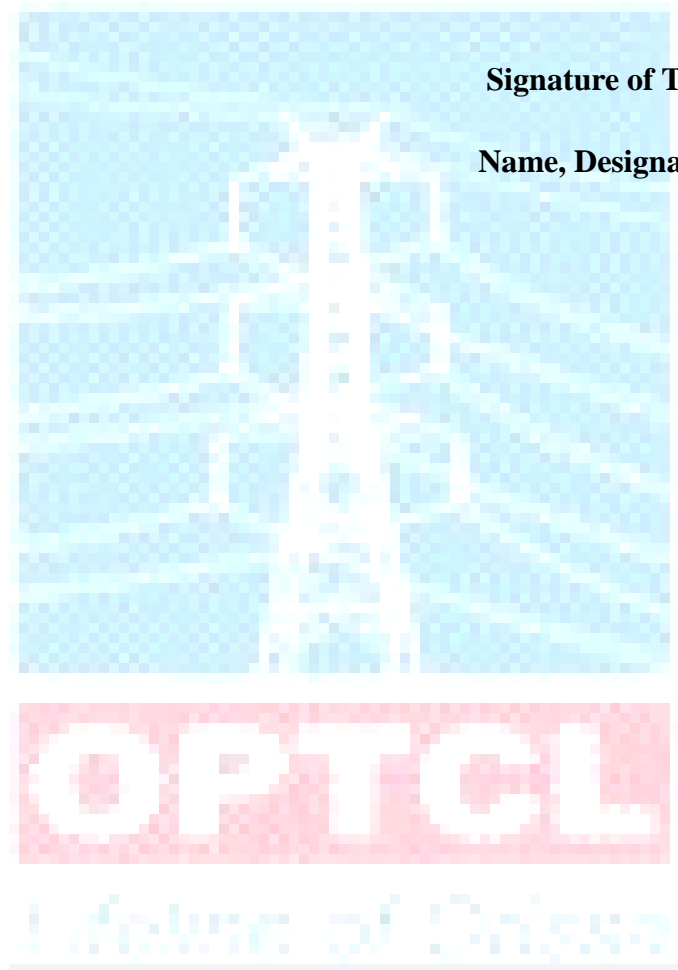
Year	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)

**Place: -**

**Date:**

**Signature of Tenderer:**

**Name, Designation, Seal**



**ANNEXURE - 7**  
**FORM –T1: LETTER OF APPLICATION**

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

**[Location, Date]**

To

The General Manager (Elect),  
EHT (O&M) Circle, OPTCL, Cuttack

**Sub: - Supply of 190 numbers of 150W outdoor type LED Floodlights complete with all accessories for different Grid Sub-Stations under EHT (O&M) Circle, Cuttack.**

Dear Sir,

With reference to your tender dated \_\_\_\_\_, I have examined all the relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for the Supply of 190 numbers of 150W outdoor type LED Floodlights complete with all accessories for different Grid Sub-Stations under EHT (O&M) Circle, Cuttack

1. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective original document. This Statement is made for the express purpose of engagement as the Contractor for the aforesaid Assignment.
2. I shall make available to the Authority any additional information if any deemed necessary or required.
3. I acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I declare that:-
  - a) I have examined and have no reservations to the tender Document, including any Addendum issued by the Authority.
  - b) I do not have any conflict of interest in accordance with the prescriptions in the tender Document.

- c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document.
  - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I agree and understand that the proposal is subject to the provisions in the Tender Document. In no case, shall I / we have any claim or right of whatsoever nature if the Assignment is not awarded to me / us or our proposal is not opened or rejected.
  7. I agree to keep this offer valid for 180 (one hundred eighty) Days from the proposal Due Date specified in the Tender Document.
  8. In the event of my firm being selected as the Supplier, I shall abide by the terms and conditions in accordance with the purchase order, which shall be provided by Purchaser. We agree not to seek any changes in the aforesaid work order and agree to abide by the same.
  9. I agree and undertake to abide by all the terms and conditions in the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms in the Tender Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm Address

**ANNEXURE - 8**

**FORM –T2: INFORMATION ABOUT THE BIDDER**

**BIDDER ORGANISATION**

1. State the Status of the Bidders Organization.

2. State the following

- Name of the Company/Firm/Agency:
- Country of incorporation :
- Registered Address :
- Year of Incorporation :
- Year of commencement of business :
- Principal place of business :
- GSTIN :
- PAN:
- Brief description about the Organization including details of its main lines of business:
  - a) Name :
  - b) Designation:
  - c) Address:
  - d) Phone No. :
  - e) Fax No. :
  - f) E-Mail Address:

3. Details of individual (s) who will serve as the point of contact / communication for AUTHORITY within the Firm/ Agency.

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No. :
- e) E-Mail Address:
- f) Fax No. :

Date:

**Signature of authorized person**

Place:

**Name:**

**Seal:**

**ANNEXURE -9**

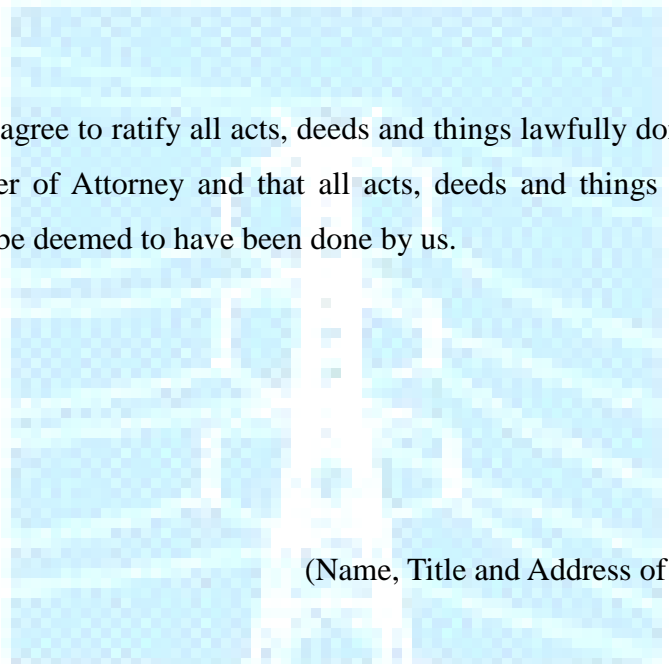
**FORM –T3: POWER OF ATTORNEY**

(On a Stamp Paper of relevant value as per Stamp Act)

**POWER OF ATTORNEY FOR AUTHORISED  
SIGNATORY**

Know all men by these present, we \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_(name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [skilled manpower].

We do hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.



Executant  
Signature of Attorney

(Name, Title and Address of the Attorney) Attested.

**Notes:**

1. To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the power of Attorney.

**ANNEXURE - 10**

**FORM-T4:**

**EXPERIENCE OF SIMILAR NATURE OF WORKS**

**Name of Bidder:**

Bidders should provide information towards the Projects Undertaken / completed / all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which a full completion certificate is yet to be issued, for execution of similar nature of works.

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Delivery Period	Date of delivery of items (for both completed and ongoing contracts)	Description of similar nature of work taken up	Total cost of work (in INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Date:

Place:

**Signature of authorized person**

**Name:**

**Seal:**

\* Note: Please furnish the Purchase order /Contract copies of the works executed in support of the information mentioned above.

**ANNEXURE - 11**

**FORM – T6**

**ANTI COLLUSION CERTIFICATE**

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

1. We certify that this proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under , or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work.

(i) (a) Communicate to any person other than the Authority / or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the proposal was necessary to obtain premium quotations required for the preparation of the proposal.

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other proposal or proposed proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs (i) and (ii) above have been or will be, made on the basis of compliance with the above, principles by all parties.

3. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the OPTCL (Authority), that may impair the transparency, fairness and the progress of the manpower service process or to establish bid prices at artificial, non-competitive levels.

4. In this certificate, the word “person” includes any persons or anybody or association, corporation, “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not, and “the work” means the work in relation to which this proposal is made.

Dated this .....Days of .....2020

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....



**ANNEXURE -12**

**FORM – T7:**

**FINANCIAL CAPABILITIES OF THE BIDDER**

Bidders are required to complete the information in this form. The information supplied shall be the annual turnover of the Bidder, in terms of the amount billed to clients for each year for work in progress or completed.

<Name of Bidder >

**FINANCIAL CAPACITY OF BIDDER**

<b>Sl. No</b>	<b>Financial Year last 3 FYs</b>	<b>Financial Turnover from execution of similar nature of work</b>	<b>Net Worth</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1			
2			
3			

**Certificate from the Statutory Auditor**

This is to certify that (name of the Bidder) has received the payments shown in column 3 above against the respective years on account of providing Manpower service and has net worth as shown in column 4 above.

**Date:**

**Place:**

**Signature of the Statutory Auditor**

**Name:**

**Seal:**

**ANNEXURE -13**

**BID SECURITY DECLARATION FORM**

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

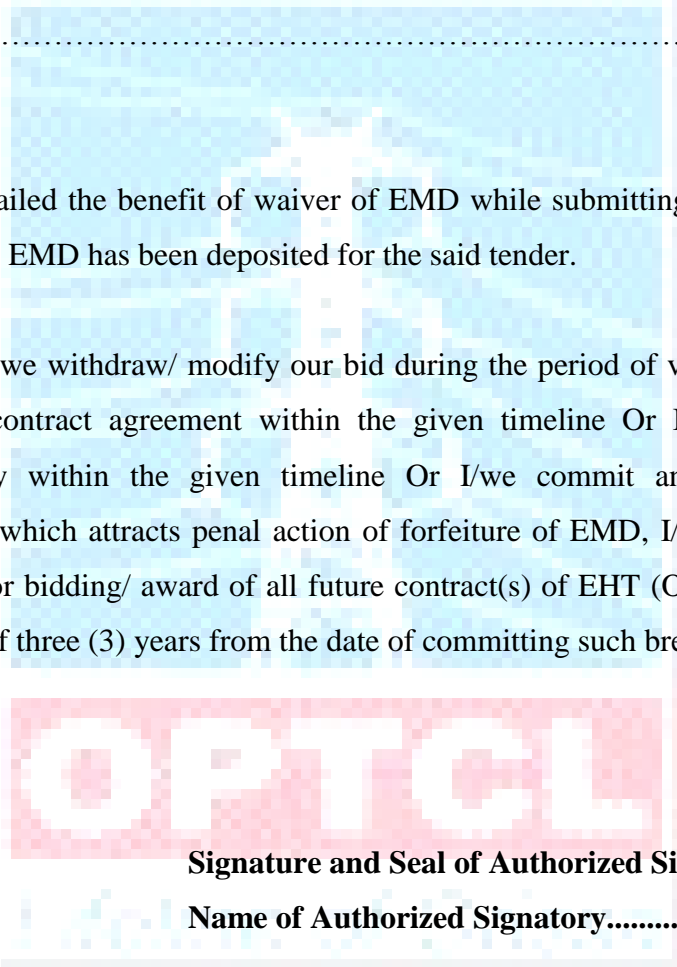
To,

The General Manager (Elect.),  
EHT (O&M) Circle, OPTCL, Cuttack.

I /We, the authorized signatory of M/s .....,  
participating in the E-Tender Call Notice No: \_\_\_\_\_ dated \_\_\_\_\_ for the work  
of....., do  
hereby declare:

(i) That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD has been deposited for the said tender.

(ii) That in the event we withdraw/ modify our bid during the period of validity Or I/we fail to execute the formal contract agreement within the given timeline Or I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions/ Contract which attracts penal action of forfeiture of EMD, I/we will be suspended from being eligible for bidding/ award of all future contract(s) of EHT (O&M) Circle, OPTCL, Cuttack for a period of three (3) years from the date of committing such breach.



**Signature and Seal of Authorized Signatory of bidder**

**Name of Authorized Signatory.....**

**Firm/Proprietorship Name.....**

**ANNEXURE -14**

**REVERSE AUCTION PROCESS COMPLIANCE**

**(To be incorporated along with the bid document).**

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

To,

The General Manager (Elect.),  
EHT (O&M) Circle, OPTCL, Cuttack.

**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