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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A GOVERNMENT OF ODISHA UNDERTAKING)

OFFICE OF THE GENERAL MANAGER,

EHT (O&M) CIRCLE, OPTCL, CHAINPAL

CIN: U40102OR2004SGC007553

E-TENDER CALL NOTICE NO. CHP-10/2023-24

FOR

**COLNSTRUCTION OF CABLE TRENCH FOR BOTH CONTROL AND POWER
CABLES OF CT, CVT , ISOLATOR AND LIGHTING TOWERS OF 400KV S/Y
AT 400/220/132KV GRID S/S MERAMUNDALI**

Tender documents Price-Rs. 6000/- + 18 % GST = Rs. 7080/-

Estimated Cost- 24, 01,691.00/- including GST@18%

EMD-Rs.25000.00

For further details, please visit the Official

Website of OPTCL “www.optcl.co.in” &

e-Tender Portal of OPTCL “www.tenderwizard.com/OPTCL”

**Tender paper cost and EMD in the form of DD in original should be
submitted to the office on or before the last date of opening of Tender**

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ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
OFFICE OF THE GENERAL MANAGER (ELECT)
EHT (O & M) CIRCLE, CHAINPAL
P.O.-CHAINPAL COLONY, DIST-ANGUL (ODISHA) PIN- 759104
CIN: U40102OR2004SGC007553

E-TENDER SPECIFICATION No CHP 10/2023-24

CONSTRUCTION OF CABLE TRENCH FOR BOTH CONTROL AND POWER CABLES
OF CT, CVT, ISOLATOR AND LIGHTING TOWERS OF 400KV S/Y AT 400/220/132KV
GRID S/S MERAMUNDALI

PART-1

- SECTION-I- TENDER CALL NOTICE
- SECTION-II- INSTRUCTION TO BIDDER
- SECTION-III- GENERAL TERMS & CONDITION
- SECTION-IV- SCOPE OF CONTRACT
- SECTION-V- DETAILED DATA SHEET TO BE FURNISHED BY THE TENDERER
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- SECTION-VII- PRICE SCHEDULE (TO BE FURNISHED IN THE GIVEN EXCEL FORMAT)
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PART-II

PRICE BID & TECHNO COMMERCIAL BID (IN EXCEL FORMAT)

Request for online Tender documents : From 04.03.2024(10:00 Hrs) to dt. 27.03.2024(12:30 Hrs)

Issue of online Tender Documents : From 04.03.2024 (10:01 Hrs) to dt. 27.03.2024 (12:31 Hrs)

Last date of submission of online Tender: Up to dt-27.03.2024(16:00 Hrs)

Date of opening of Technocommercial Bid: On dt. 28.03.2024 (11:30 Hrs)

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 in 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.**

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ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
OFFICE OF THE GENERAL MANAGER (ELECT)
EHT (O & M) CIRCLE, CHAINPAL
P.O.-CHAINPAL COLONY, DIST-ANGUL (ODISHA) PIN- 759104
CIN: U40102OR2004SGC007553

PART-I

SECTION-I

TENDER CALL NOTICE No. CHP-10/2023-24

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Sr.General Manager, EHT (O & M) Circle, Chainpal invites Bid from Reputed Bidders having Civil contractor's license (Class- B or C) and EHT/ HT Contractor's license or JV with Electrical Contractor with valid PAN, GSTIN and experience (in similar type of work under OPTCL / any other Odisha Govt. Organization) for "Construction of Branch Cable Trench for both control & power cables of CTs, CVTs, Isolators and Lighting Towers of 400 kV S/Y at 400/220/132 kV GSS, Meramundali under EHT (O & M) Division, Meramundali". Bidders should not have any legal suit against OPTCL / GRIDCO Ltd / SLDC are only eligible for submission of Bids. Firms banned / blacklisted for business dealings by any organization are not eligible to participate in the tender. Participation in the tender by suppression of the above facts shall invite penal action, whenever detected.

Sl. No	Tender Specification No.	Location Details.	INDIAN RUPEES			Estimated Cost in Rs. including GST
			Earnest Money Deposit in Rs.	Cost of Tender Spec. Document (Including GST) in Rs.	Tender Processing Fee in Rs.	
1	E -Tender No. 10/2023-24	400/220/132 KV Grid Sub Station, Meramundali under EHT (O&M) Division, Meramundali	25000.00 in shape of DD	Rs.7080/- [Only in the shape of DD]	5900.00	24,01,691.00

NB: Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/OPTCL and must possess Class 3 Digital Signature Certificate. Complete set of bidding documents are available at www.tenderwizard.com/OPTCL from dt- 04.03.2024 (10.00 Hrs) To dt- 27.03.2024 (12.30 Hrs) Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and www.tenderwizard.com/OPTCL for detail specification.

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.7,080/- (Rupees Seven Thousand Eighty only) nonrefundable** (including GST @ 18%) towards the cost of tender document, in the form of **Demand draft** only, drawn in favour of **GM,EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch,Talcher** . The tender must be accompanied with requisite EMD of Rs 25000.00 in shape of DD in favour of **GM, EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch.,Talcher** *(In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable)* and the same is to be submitted to the office of the undersigned in original on or before the last date of opening of Tender.

The bidders shall have to submit non-refundable amount of **Rs. 5900/- (Rupees Five thousand Nine hundred only)** towards the tender processing fee through **e- payment** mode..

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

The bidders shall scan the Demand Draft towards, EMD, Tender paper Cost and acknowledgement slip for tender processing fee and upload the same in the prescribed form in **.pdf** 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/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.

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** only.

**SR.GENERAL MANAGER (Elect.)
EHT (O&M) CIRCLE, CHAINPAL**

SECTION-II
INSTRUCTION TO BIDDERS

1. Submission of Bids:-

The bidder shall submit the bid in Electronic Mode only i.e **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.

The OPTCL reserves the **right to reject any bid, which is not submitted documents** according to the instruction, stipulated above. The participants to the tender should be registered under GST/IT Act.

- i. For all the users it is mandatory to procure the Class 3 Digital Signatures.**
- ii.** Contractor having Civil/Electrical license are requested to follow the below steps for Registration:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the amount of **Rs. 2360/-** for registration fee through **e-payment gateway**.
 - c. This registration is valid for one year.
 - d. Send the acknowledgment copy for verification.
 - e. As soon as the verification is being done, the e-tender user id will be enabled.
- iii.** 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.
- iv.** If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - a. Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System.
(Note:
Make sure that necessary software of PKI be installed in your system).
 - b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
 - c. Go to Start > Programs > Internet Explorer.
 - d. Type **www.tenderwizard.com/OPTCL** in the address bar, to access the Login Screen.
 - e. Enter e-tender User Id and Password, click on “Go”.
 - f. Click on “Click here to login” for selecting the Digital Signature Certificate (DSC).
 - Select the Certificate and enter DSC Password.
 - Re-enter the e-Procurement User Id Password
- v.** To make a request for Tender Document, Bidders will have to follow below mentioned steps.
 - Click “Un Applied” to view / apply for new tenders.
 - Click on Request icon for online request.
 - Enter the required fields including details of D.D for tender Processing fee.

- vi. After making the request Bidders will receive the Bid Documents which can be checked and downloaded by following the below steps:
- Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click “Click here to download” to download the documents.
- vii. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.
- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
 - Note down / take a print of bid control number once it displayed on the screen
- viii. Tender Opening event can be viewed online.
- ix. Competitors bid sheets are available in the website for all.
- x. For any e-tendering assistant contact help desk number mentioned below.
- Bangalore- 080-40482000
 - Mr. Satyamanu- mob: 09937140591

2. **Purchaser’s Right Regarding Alteration of Quantities Tendered.**

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity 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 tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

3. **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.

4. **Mode of submission of Tenders.**

[A] Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)

[B] **Telegraphic or FAX tenders** shall not be accepted under any circumstances.

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

The tenders are requested to keep the validity of their offer for a period of 180 days from the date of opening of the tender, and Rate remains same throughout the validity period, failing which the tenders will be rejected.

6. PRICE: -

The bidders are advised to quote their rate as per the price schedule attached with specification and shall remain firm inclusive of all taxes & duties, labour charges etc. within the validity of the tender. However GST will be paid extra as per Govt. Prevailing rule.

7. Bidders to be fully conversant with the clauses of the Specification:

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

8. Documents to Accompany Bids.

Tenderers are required to submit tenders in the following manner:

- a) Declaration Form as per **Annexure-I** (duly signed) to be uploaded in *.pdf format.
- b) General Terms & Conditions of contract as per Section-III of the Specification. (All the required documents are to be uploaded. Without proper documentation the bid will be rejected).
- c) Abstract of Terms & conditions in prescribed Performa as per **Annexure-II**. To be keyed in the Techno commercial bid sheets provided
- d) Data on past experience as per the Specification.(Scanned copy to be uploaded without experience certificate bid will be rejected)
- e) Proof of Civil & Electrical license & permanent account number (PAN) of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- f) Any other document required, is to be uploaded.
- g) Schedule of prices in the prescribed Performa in the price bid sheet provided in *.xls format.
- h) Photo copies of type test certificates of materials offered as stipulated in the Technical Specification, if applicable.

9. Conditional Offer: Conditional offer shall not be accepted.

10. Qualification of Bidder :

The bidder must have the following documents to qualify.

- a. Civil Contractor License (Class-B or C)
- b. GST Registration Certificate
- c. Valid PAN/ TIN.
- d. Electrical EHT/HT License
- e. The Bidder must have successfully executed similar type of work in 132kV or higher voltage class substation during last 7 years 12.

11. Consignee: S.D.O, 400/220/ 132 KV Grid S/S, Meramundali

12. Paying Officer: D.G.M (Elect.), E.H.T (O&M) Division, Meramundali

13. General Instruction to the Tenderers:

- a. The tenderer must get him registered in tender portal by paying a nonrefundable amount of **Rs. 2,360/- through e-payment gate way**. This registration is valid for one year.
- b. The tender paper cost (Form fee nonrefundable) for an amount of **Rs 7,080/- to be deposited in shape of DD (Demand Draft)** drawn in favour of **GM, EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch ,Talcher***(In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable and the same is to be submitted to the office of the undersigned on or before the last date of opening of Tender.*
- c. The tender must be accompanied with requisite EMD of Rs 25000.00 in shape of DD in favour of **GM, EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch. ,Talcher***(In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable)* and the same is to be submitted to the office of the undersigned in original on or before the last date of opening of Tender.
- d. The tender processing fee for an amount of **Rs 5900 /- (Non-refundable) is to be paid to KSEDC Limited, Bangalore through e-payment gateway.**
- e. 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.
- f. Notice inviting tender shall form part of this specification.
- g. It should be distinctly understood that the price bid and techno-commercial bid shall contain only details / documents relating to price and technical details, as mentioned herein above.
- h. **The Tenderer must submit the Bid declaration form .**

**SR.GENERAL MANAGER (Elect.)
EHT (O&M) CIRCLE, CHAINPAL**

SECTION-III

GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]

1. DEFINITION OF TERMS:

- i. 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.
- ii. "The Purchaser" shall mean the Sr.General Manager, EHT (O & M) Circle, Chainpal for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- iii. "The Engineer" shall mean the Engineer appointed by the Purchaser for the Purpose of this contract.
- iv. "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.
- v. "The Contractor" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.
- vi. "Contract Price" shall mean the sum named in or calculated the bid.
- vii. "General Condition" shall mean these General Terms and Conditions of Contract.
- viii. "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.
- ix. "Month" shall mean "Calendar month".
- x. "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- xi. "FOR Destination costs" shall mean the cost at our work site. The cost is inclusive of all taxes & duties etc., but excluding GST.
- xii. 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.
- xiii. Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

2. PRICE:

1. The price quoted should be firm, F.O.R. destination inclusive of freight, Insurance, Packing, Forwarding charges inclusive discount if any.
2. Taxes, if any shall be mentioned extra. The Tenderer may quote rate in respect of different make materials as per scheduled.

3. LANGUAGE & MEASURES:

All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

4. 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 OPTCL. 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 work at the time of placing final work order.

5. COMPLETION OF WORK:

The works awarded should be commenced within 15 days from the date of the award of the contract and to be completed within 60 days after issue of work order.

6. FORCE MAJEURE:

The Contractor 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 Contractor 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.

7. EXTENSION OF TIME:

If the Completion of work is delayed due to reasons beyond the control of the Contractor, the Contractor 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 period date as may be reasonable but without prejudice to other terms and conditions of the contract.

8. GUARANTEE PERIOD:

i) The work done by the contractor shall be guaranteed for a period of 12 months from the date of completion of work against any bad materials used and bad workmanship done for the work. The above guarantee certificate shall be furnished to the ordering authority for his approval. Any defects noticed during this period shall be rectified by the contractor, free of cost to OPTCL within one month, upon written notice from OPTCL provided such defects are due to bad materials used and bad workmanship failing which the security deposit/BG will be forfeited

ii) The work failed or found defective during the guarantee period shall have to be guaranteed after rework for a further period of 12 months from the date of completion of work. The Bank Guarantee is to be extended accordingly without any financial burden to OPTCL.

9. GST REGISTRATION NO., PAN CARD, CIVIL LICENSE & EHT/HT LICENSE:

Scanned copies of PAN, GST Registration, Civil license & EHT/HT License or (JV with Electrical Contractor license (EHT/ HT) valid on the date of opening of tender should be uploaded along with tenders, failing which the tender will be rejected. The contractor or their authorized representatives should produce the original documents for verification within 10 days from the date of opening of tender. Those who fail to produce the same and found not to be valid at the time of verification, their tenders will be rejected.

10. B.G. TOWARDS SECURITY DEPOSIT, 100% PAYMENT AND PERFORMANCE GUARANTEE:

[i] A Composite Bank Guarantee as per the Proforma enclosed at Annexure-III of the specification for 10% [Ten percent] of the total contract value shall be furnished from any nationalized/scheduled bank having a place of business at Angul, to the office of General Manager [EHT [O&M] Circle, Chainpal] OPTCL within 15 days from the date of issue of the work order. The BG 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 14 months from the last date of stipulated work completion period, for scrutiny and acceptance, failing which the work 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 Angul, 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.

OR

The Firm may deposit the same may be furnished in shape of Demand Draft to be drawn in favour of GM, EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch., Talcher (In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul will be allowed, But the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee is Non-refundable).

[ii] No interest is payable on any kind of Bank Guarantee.

[iii] In case of non-fulfilment of contractual obligation, the security deposit (BG/Cash) shall be forfeited.

11. EARNEST MONEY DEPOSIT:

- i) The tenderers are required to **deposit EMD of Rs. 25000.00**, in shape of Demand Draft/ in favour of **GM, EHT (O&M) Circle Chainpal, Payble at UCO Bank, TTPS Branch, Talcher** (*In case the D.D made from any other nationalized bank payable at any clearing branch at Talcher/Angul is allowed, the bidders however have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable*).
- ii) No interest shall be paid on earnest money deposit.
- iii) No adjustment towards EMD shall be permitted against any outstanding amount if any remained with this Office. In case of less deposit of EMD, the tender shall be liable for rejection.
- iv) The EMD of successful bidders can be refunded on written request after deposit of Security deposit.

12. TERMS OF PAYMENT:

- i. **90% of the value of work done shall be paid to contractor subject to completion of work in all respect. Balance 10% shall** be paid on submission of performance Bank guarantee of equivalent amount with validity of two months more than the guarantee period. Performance Bank guarantee shall be released after successful completion of validity period. The Bill payment along with full taxes & duties (if any) shall be made after successful completion of the work in all respect as per JMC and verification thereof subject to approval of guarantee certificate & performance BG. Taxes and duties will be deducted from the bill as per statutory norm.
- ii. In the event of any breach or default in all or any condition of the contract, the contract Security-cum-performance guarantee shall be forfeited.
- iii. No interest shall be payable on contract Security-cum-Performance Guarantee.

13. PRICE REDUCTION FOR DELAY IN COMPLETION OF CONTRACT:

- a. Price reduction shall be imposed @**0.5% (half percent)** of contract price for each calendar week of delay or part thereof subject to maximum of @ 5% (five percent) of contract amount. Charges towards Price reduction shall be counted after scheduled date of completion/issue of clear instruction to the contractor for commencement of works by The Sr.General Manager,EHT (O & M) circle, Chainpal /concerned Dy. General Manager, (O&M) Division, Meramundali..
- b. If the executing agency fails to supply the Materials/Equipment or fails to complete the erection including civil works within the due date of agreed key mile stones as defined in the Works Completion Schedule, OPTCL shall have the right to reduce price @0.5% for each week of delay or part thereof limited to maximum of 5% of the cost (exclusive of GST) of the undelivered portion of the materials/equipment and incomplete portion of works.
- c. Equipment/Materials will be deemed to have been supplied only when all its components, parts/accessories and free spares are also delivered, erection including associate civil works will be deemed to be completed when those Equipment/Materials have been successfully erected in all respect as per the Scope of Works.
- d. The total amount of Price Reduction Schedule for delay under the Contract will be subject to a maximum of 5% of Contract Value (exclusive of GST) to be applicable.
- e. OPTCL shall recover the price reduction schedule from the bills of the executing agency..
- f. However, if the price reduction schedule remain un-recovered the same shall be recovered from the Contract Performance Bank guarantee.

14. **VALIDITY:** Prices and conditions contained in the offer should be kept valid for a minimum period of 180 days from the date of opening of the tender, failing which the tender shall be rejected.

15. **ADDITIONAL PERFORMANCE SECURITY :-** Additional performance security i.e. the differential amount of the bid amount and the estimated cost shall be deposited in shape of Bank Guarantee / Term Deposit Receipt pledged in favour of General Manager, EHT (O&M) Circle, Chainpal (BG in the prescribed format of OPTCL) **within 05 days by the successful bidder** after opening of the tender. The same amount shall be released / refunded after execution of the work without any interest. In this regard latest guidelines of OPTCL / OPWD shall be followed. **The successful Bidder has to submit written application, addressed to undersigned for refund of the Additional Performance Security.**

16. **AUTHORITY:** Sr.General Manager(Electrical), EHT (O & M) Circle,Chainpal.

17. **JURISDICTION OF THE HIGH COURT OF ODISHA. :**

Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of ODISHA extends.

18. **CORRESPONDENCE:**

1. Any notice to the Contractor under the terms of the contract shall be served by Registered/Speed Post or by hand at the Contractor's Principal Place of Business.
2. Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

19. **OFFICIAL ADDRESS OF THE PARTIES TO THE CONTRACT:**

- i. The address of the parties to the contract shall be specified:-
- ii. Purchaser: .General Manager, EHT (O & M) Circle, Chainpal, OPTCL, PO- Chainpal Colony , Dist.- Angul -759104 (Odisha).
- a. Mobile No. **9438907213/9438907790/9438907808**

Email id:- **ehm.cle.chp@optcl.co.in**

[i] **Contractor :**

Address

Telephone No.:

Email id.:

20. **OTHER TENDER TERMS:**

We prefer single vendor, who can supply all the tender material to get better after sale service. Preference will be giving those having experience in OPTCL for same kind of product as per the Tender.

20. **OUTRIGHT REJECTION OF TENDERS:**

Tenders shall be outrightly rejected if the followings are not complied with.

- [i] The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document, EMD in DD only and Tender processing fee on or before the date and time of opening of the bid.
- [ii] The Tender shall not be submitted telegraphically or by FAX.
- [iii] The Tender shall be kept valid for a minimum period of 180 days from the date of opening of tender.

- [iv] The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the tender liable for rejection.
- [v] 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.

21. E- REVERSE AUCTION PROCESS SHALL BE RESORTED TO IN THE TENDER AS FOLLOWS.:

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guide lines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	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.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Pro cedure for electronic Reverse Auctioning (e-RA):	
5	<ul style="list-style-type: none"> a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only. a. 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-VI). In non-receipt of the same, vendors will not be allowed to participate in e-RA. b. 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. d. 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.

6	<p>Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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) .</p> <p>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.</p>
7	<p>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.</p> <p>(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.</p> <p>(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.</p> <p>(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.</p> <p>(iv)At any point during Reverse Auction, bidding Price field shall remain enabled for the bidders. The reverse auction period shall be unlimited and the initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time. If any fresh lower bid is received in last ten minutes of initial auction period or extended auction period, 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.</p> <p>(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.</p>

8	<p>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 .</p> <p>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.</p> <p>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.</p> <p>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].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>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.</p> <p>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.</p>

**Sr.GENERAL MANAGER(ELECT)
EHT (O & M) CIRCLE, CHAINPAL**

SECTION-IV
SCOPE OF THE CONTRACT

S. No.	DESCRIPTION OF ITEMS (As per Technical Specification)	UNIT	Quantity	Unit Rate in Rs	Total Price in Rs
1	Earth work in hard soil or gravelly soil within 50m, initial lead and 1.5m, initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth and as per direction of the Engineer-in-charge. This also includes excavation in all type of soils or rocks, back filling and disposal of excess earth or rocks to make the area to a level for construction as per scope and as per approved drawing and specification.	CUM	361.650		
2	Supply and spreading of sand of loose, fine, clear, good quality river sand, including stacking for measurement with providing and supplying all labour, material, equipments etc. required for proper levelling with water sprinkling.	CUM	72.330		
3	PCC : Spreading of plain cement concert with supply of good quality 20 mm machine broken granite chips, good quality river sand mixing ratio 1:4:8, concreting and maintaining proper sloping for easy discharge of storm water having concrete thickness of 75 mm. including rolling , dressing, compacting,the area and curing . As per technical specification and approved drawing, and as per the instruction of the Engg-in-Charge.	CUM	108.495		
4	Brick work with Fly ash bricks 25cm× 12cm × 8cm size having crushing stength not less than 75kg/cm2 with dimensional tolerance ± 8 percent in cement mortar (1:6) in foundtion and plinth	CUM	180.825		
5	12mm. thick cement plaster (1:6) for brick work.	SQM	3495.950		
				TOTAL	
				Add GST @ 18%	
				Grand Total	
				Or say	
(Rupees -----)					

Note: Cement shall be used of any reputed brand manufactured in the state of Odisha.

SECTION-V
DETAILED DATA SHEET TO BE FURNISHED BY THE TENDERERS.

1. Name of the suppliers with detailed postal address & Phone No. :
2. Earnest money deposited vide :
3. Xerox copy of GST Regd. Certificate: Furnished/Not furnished
4. Xerox copy of PAN No. Furnished/Not furnished
5. Agreed to furnish contract Security Deposit : Yes/No
6. Agreed to accept payment terms as per Tender Specification: Yes/No
7. Agreed to adhere completion of work as per the contract: Yes/No
8. Agreed to accept price reduction clause as per the tender: Yes/No
9. Attach past experience certificate for the similar jobs in OSEB/GRIDCO /OPTCL or any other PSU: Yes/No
10. Agreed to keep validity of the offer 180 (one eighty) days form the date of tender opening without any variation in tender clause: Yes/No
11. Photocopy of valid Electrical HT/EHT License up-to-date Yes/No
12. Photocopy of valid Civil License up-to-date Yes/No
13. Date of submission of tender: Dated.

Date :

Place: Signature of the Tenderer with seal

NB: The bidder has to upload the above form at the time of bidding in PDF format

SECTION-VI in XLS Format
(TECHNICAL QUALIFICATION SCHEDULE)

ODISHA POWER TRANSMISSION CORPORATION LIMITED (ODISHA)			
NAME OF THE BIDDER:			
Bid Proposal No. / Dated:			
Sl No	Description	Bidder's response	(Indicate the pdf Files and schedules to be referred)
A. Technical Qualification:		YES/NO	
1	Work Experience as per format Note: Please indicate Name of Client, Address, Phone No., Fax No. and e-mail address, Date of issue of LOA/ work order, Date of completion /commissioning/ Hand Over and Taking Over and Date of issue of performance certificate for satisfactory operation by the client/ Handing Over and taking Over Certificate.		Schedules
2	Documentary evidence pertaining to the Work Experience as mentioned in the schedule		Attachment
NOTE:			
1) In Case bid is submitted as a Joint Venture /Consortium as per Condition stipulated in QR, the schedule is required to be filled in respect of both the partners separately. 2) Bidder has to strictly follow the above schedules uploaded in .XLS format of the e-Tender Portal of OPTCL to establish their qualifying requirement along with the attachments.			

SECTION-VII
(PRICE SCHEDULE)

N.B.:- Tenderers has to fill the price through online in (EXCEL FORMAT)

SECTION-VIII
LIST OF ANNEXURES

The following schedules and Performa are annexed to this specification and contained in Section-VIII as referred to in the relevant clauses.

1	Declaration form	ANNEXURE-I
2	Abstract of terms and conditions to accompany section-II of part-I	ANNEXURE-II
3	Composite Bank Guarantee form for security deposit, payment and performance	ANNEXURE-III
4	Bidders information	ANNEXURE-IV
5	Bid Security Declaration Form	ANNEXURE-V
6	Reverse Auction Process Compliance Form	ANNEXURE-VI
7	JV Form	ANNEXURE-VII

N.B.: ALL THE ANNEXURES MUST BE UPLOADED ALONGWITH THE BID AT THE TIME OF BIDDING, MISSING OF ANY ANNEXURE BID MAY BE REJECTED

ANNEXURE-I
DECLARATION FORM

To,
The Sr.General Manager(Elect),
EHT (O & M) Cicircle, Chainpal.

Sub:- Tender Specification No.- _____

Sir,

1. Having examined the above specification together with terms & conditions referred to therein
* I/We the undersigned hereby offer “Construction of Branch Cable Trench for both control & power cables of CTs, CVTs, Isolators and Lighting Towers of 400 kV S/Y at 400/220/132 kV GSS, Meramundali under EHT (O & M) Division, Meramundali” 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 to have completed the work within the time specified in the Tender.
3. * I / We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
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. in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to
*me/us as per clause-10 of section-III 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/Work order will be liable to be withdrawn by the purchaser, and we will be debar for participating in any Tender floated by **Sr.General Manager(Elect),EHT (O & M) Circle, Chainpal.**

Signed this Day of 2024

Yours Faithfully,

Signature of the Tenderer
With seal of the Company

[This form should be duly filled in by the tendered and uploaded at the time of submission of tender.]

***(Strikeout whichever is not applicable)**

ANNEXURE-II

N.B:- Tenders has to fill the abstract of terms and conditions to accompany section-III of part-I through online in (EXCEL FORMAL)

ANNEXURE-III

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day of _____ 2023 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 “The Contractor”] which shall include its successors & assigns for execution of the work.

AND WHERE AS the bidder has agreed to execute the work for OPTCL in terms of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the bidder from making payment of Security [2] to release 100% payment of the cost as per the said agreement and [3] to exempt from performance guarantee on furnishing by the bidder to OPTCL, a Composite bank Guarantee of the value of 10 % [ten percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to exempt the bidder from making payment of Security [2] releasing 100% payment to the bidder 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 Bidder [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 the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the bidder’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 the OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor [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 Contractor [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 Sr.General Manager, EHT (O&M) Circle, OPTCL, Chainpal certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor [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 Contractor [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Contractor [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 Contractor [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 invoked at our place of business at Angul (indicate the name of the branch) in the state of ODISHA.

Not with standing anything contained herein.

1) Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

2) The bank guarantee shall be valid up to dt. _____

3) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only & only if you serve upon us at _____branch at Angul written claim or demand on or before Dt._____.

Dated _____ Day of _____

For_____

[Indicate the name of Bank]

Witness (Signature, names & address)

1.

2

ANNEXURE-IV

SL NO	The bidder shall furnish general information in the following format	
	NAME OF THE BIDDER	
1	Address:-	
2	City	
3	Pin Code	
4	Contact person's Name :-	
5	Telephone No. office & Residence:-	
6	FAX No:-	
7	EMAIL:-	
8	Civil License	
9	Electrical License or (JV with Electrical contractor	
10	GOODS & SERVICE TAX REGISTRATION NO.	
11	PAN NO.	

ANNEXURE-V

BID SECURITY DECLARATION FORM

To

The Sr.General Manager(Elect). ,
EHT (O & M) Circle, Chainpal.

Sub:- Tender Specification No-_____ Sir,

Bid Security Declaration

*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that The **Sr.General Manager(Elect), EHT (O & M) Circle, Chainpal**, would be free to debar us from participating in the tenders floated by The **Sr.General Manager(Elect), EHT (O & M) Circle, Chainpal**, for a period of three years .

Signed this _____ day of _____ 2024

Yours faithfully,

**Signature of the
Bidder with seal of
the company**

[This form should be dully filled up by the Bidder and uploaded at the time of submission of tender.]

ANNEXURE-VI

REVERSE AUCTION PROCESS COMPLIANCE FORM

To,

**The Sr.General Manager(Elect)
EHT(O & M) Circle, Chainpal.**

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

Tender Specification No.:_____

Dear Sir,

This letter is to confirm that:

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

With regards,

Signature with Designation with company seal
name & address (Person having power of attorney
for the subject package)

[To be submitted on Letter Head of the bidding firm/company with sign & stamp and along with Technical Bid]

ANNEXURE-VII

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

**(On Non-Judicial Stamp Paper of Appropriate Value to be
Purchased in the Name of Joint Venture/Consortium)**

JOINT VENTURE/CONSORTIUM AGREEMENT BETWEEN
AND FOR BID SPECIFICATION NO.....OF
(OPTCL)

THIS JOINT VENTURE/CONSORTIUM AGREEMENT executed on thisday of
.....Two thousand andbetween M/s.....
.....a company incorporated under the laws of and having
its Registered Office at..... (hereinafter called
the “Lead Partner” which expression shall include its successors, executors and permitted
assigns) and M/s..... a company incorporated under the laws
of and having its Registered Office at (hereinafter called the
“Other Partner” which expression shall include its successors, executors and permitted assigns)
for the purpose of making a bid and entering into a contract (in case of award) against the
Tender Specification No.:..... For-----

----- WHEREAS OPTCL invited bids as per the
above mentioned Specification for the -----

AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB),
forming part of the bidding documents, stipulates that a Joint Venture/Consortium of two
qualified firms as partners, meeting the requirement for the bid as applicable may bid, provided
the Joint Venture/Consortium fulfills all other requirements jointly and in such a case, the BID
shall be signed by the Lead partners legally bind both the Partners of the Joint
Venture/Consortium, who will be jointly and severally liable to perform the Contract and all
obligations thereunder.

AND WHEREAS the Joint Venture/Consortium agreement shall be attached to the bid and the
contract performance guarantee will be submitted separately as per the format enclosed with
the bidding document without any restriction of liability for either party.

AND WHEREAS the bid has been submitted to OPTCL vide Bid Proposal Nodatedby
Lead Partner based on the Joint Venture/Consortium agreement between the Partners under
these presents and the bid in accordance with the requirements of Qualification Requirement
of the Bidders, has been signed by the partners.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this Joint
Venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by OPTCL to the Joint Venture/Consortium
partners, we, the Partners to the Joint Venture/Consortium agreement do hereby agree that

M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto OPTCL for the successful performance of the Contract and shall be fully responsible for the above work and successful performance of the equipment and workmanship in accordance with the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if OPTCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the Materials/equipment and Works in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to OPTCL, on its demand without any demur. It shall not be necessary or obligatory for OPTCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.
4. The financial liability of the Partners of this Joint Venture/Consortium agreement to OPTCL, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture/Consortium agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture/Consortium agreement that of each of the Partners shall be as delineated hereunder.
 - a. the sharing of responsibilities and obligation.
 - b. Extent of participation of each party in the Joint Venture/Consortium.
 - c. Commitment of each party to furnish the Performance Security to the extent of his participation in the Joint Venture/Consortium.
 - d. Responsibility of each Partner of Joint Venture/Consortium (in terms of Physical and Financial involvement).
 - e. Working Capital arrangement of Joint Venture/Consortium.
 - f. Provision that NEITHER party of the Joint Venture/Consortium shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in Joint Venture/Consortium to any party including existing partner (s) of the Joint Venture/Consortium. The OPTCL derives right for any consequent action (including blacklisting) against any or all Joint Venture/Consortium partners in case of any breach in this regard.
 - g. Management Structure of Joint Venture/Consortium with details.
 - h. Lead Partner to be identified who shall be empowered by the Joint Venture/Consortium to incur liabilities on behalf of Joint Venture/Consortium and to receive instructions for and on behalf of the Partners of Joint Venture/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
 - i. the Profit Sharing Ratio of the partners of the Joint Venture/Consortium.
6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.

7. In case of an award of Contract, We the Partners to the Joint Venture/Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of OPTCL in the forms acceptable to OPTCL for value of 10% of the Contract Price in the profit sharing ratio of our share in the Joint Venture/Consortium Agreement.
8. It is further agreed that the Joint Venture/Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till OPTCL discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year mentioned above.

1. Common Seal.....of **For Lead Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)

Signature.....	Signature
Name.....	Name
Designation.....	Designation
(Common Seal of the company)	

2. Common Seal.....of **For Other Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized representative)

Signature.....	Signature
Name.....	Name
Designation.....	Designation
(Common Seal of the company)	

WITNESS

1. Signature:
Name:
Official Address:
2. Signature:
Name:
Official Address:

ANNEXURE – VIII
**PROFORMA OF POWER OF ATTORNEY FOR JOINT
VENTURE/CONSORTIUM**

**(On Non –Judicial Stamp Paper of Appropriate value
to be Purchased in the Name of JOINT VENTURE/CONSORTIUM)**

POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Joint Venture/Consortium Partners whose details are given hereunder.....have formed a Joint Venture/Consortium under the laws of Intra India and having our Registered Office (s) / Head Office (s) at(each hereinafter called the ‘Joint Venture/Consortium’ partly which expression shall unless repugnant to the context or meaning thereof, include its respective successors, administrators and assign(s) and now acting through M/s.....being the lead Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of India and having its Registered/Head Office atas our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorised Representative” or “lead Partner in Charge”) to exercise all or any of the powers for and on behalf of the Joint Venture/Consortium in regard to specification No.....for construction ofPackage of ODISHA POWER TRANSMISSION CORPORATION LIMITED (hereinafter called the “OPTCL”) and the bids for which have been invited by OPTCL, to undertake the following acts

1. To submit proposal and participate in the aforesaid Bid – Specification of OPTCL on behalf of the “Joint Venture/Consortium”.
2. To negotiate with OPTCL the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with OPTCL for and on behalf of the “Joint Venture/Consortium”.
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the contract for and on behalf of the “Joint Venture/ Consortium”.
5. To receive payment on behalf of the Joint Venture/Consortium.
6. To submit Bank Guarantee on behalf of the Joint Venture/Consortium.

It is clearly understood that the Partner in –charge (Lead Partner) shall ensure performance of the contracts (s) and if one or more Partner fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the partners.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Latent Defect Period in terms of the contract.

The Joint Venture/Consortium partners hereby agree and undertake to ratify and confirm all the actions whatsoever the said Attorney/ Authorised Representative / Partner in-charge takes.

It is proposed on behalf of the Joint Venture/Consortium by virtue of this Power of Attorney and the same shall bind the Joint Venture/Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture/Consortium as aforesaid have executed these presents on thisday ofunder the Common Seal (s) of their Companies.

for and on behalf ofp
the Partners of Joint Venture/Consortium
.....

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

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

WITNESS

1.0 Signature
Name
Designation.....
Occupation.....

2.0 Signature
Name
Designation.....
Occupation.....