



**ODISHA POWER TRANSMISSION CORPORATION
LIMITED**

(A Govt. Of Odisha Undertaking)

Regd.Office, Janpath, Bhubaneswar -751022

Request for Proposal (RfP)

For

Appointment of Consultant for State Capital Region
Improvement of Power System (SCRIPS) Project

For further details, please visit the website

www.optcl.co.in

RfPIentificationNo.:OPTCL/SCRIPS/2014/01



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Govt. of Odisha Undertaking)

Regd. Office, Janpath, Bhubaneswar -751022

Notice Inviting Tender(NIT)

NIT No. OPTCL/ SCRIPS/ 2014/ 01/.....

Dated, 17.02.2014

Odisha Power Transmission Corporation Limited invites bids under single stage two-part bidding system from reputed Consulting Houses for appointment of Consultant for its State Capital Region Improvement of Power System (SCRIPS) Project with an estimated cost of ₹ 1500 crore (approx.) funded by Govt. of Odisha as per the Scope of Work in the tender.

Bid Security Deposit (EMD) (In ₹.)	Last date/time for Submission of Bids	Date and Time of Opening of Techno-Commercial Bid	Non-refundable Cost of Bid Document (In ₹.)	Date , Time And Venue of the Pre-Bid Conference
1	2	3	4	5
₹.1,00,000/- (Rupees One Lakh) only to be submitted in shape of Demand Draft.	20.03.2014 1:00PM	20.03.2014 3:00PM	₹. 10,000.00 + 5% VAT	28.02.2014,11:30 AM Conference Hall, Odisha Power Transmission Corporation Limited, Janpath, Bhoinagar, Bhubaneswar-751022

Sale of tender documents starts from 17.02.2014 from 4:00 PM to 19.03.2014 up to 5:00 PM during working hours.

Tender documents can also be downloaded from the official website of Odisha Power Transmission Corporation Limited: www.optcl.co.in.

The authority reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

Note: Bidders are requested to regularly visit official website of Odisha Power Transmission Corporation Limited, “www.optcl.co.in” for amendment/errata/corrigendum (if any) and any other information relating to this tender.

Nodal Officer (SCRIPS)
OPTCL

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Section-I

PREFACE

Odisha Power Transmission Corporation Limited intends to engage a well-established, reputed and experienced consultancy firm for its State Capital Region Improvement of Power System Project (SCRIPS) for **1.** Preparation of Power System Master Plan comprising **a.** Load Forecast and System Planning (Up to 2030) **b.** Detailed Transmission System Plan (Up to 2022) and **c.** Detailed Distribution System Plan (Up to 2022) **2.** Preparation of DPR (1st phase- for 12th plan period up to 2017 and 2nd phase for 13th plan period from 2017 to 2022) and **3.** Provide incidental support services for implementation of the project during 1st phase. The estimated cost of the project is ₹ 1500 crore (approx.) to be funded by Govt. of Odisha. This project is intended to meet the energy needs of the State Capital Region in the State of Odisha up to 2030 ensuring 24X7 uninterrupted, reliable and stable power supply to all classes of consumers including public services in the geographical areas covered under the Comprehensive Development Plan (CDP) for Bhubaneswar & Cuttack Urban Complex under the jurisdiction of State DISCOM-CESU. The SCRIPS project is based upon the following fundamental principles:

- i. Underground Cabling for 132 KV and below Voltage level, where ever possible.
- ii. All additional Grid Sub-Stations shall be of GIS type, where space is a constraint.
- iii. Full AMI (Advanced Metering Infrastructure) with provision of SCADA.
- iv. Renovation and modernization of all existing Grid, 33/11 kV S/S and Networks.
- v. All Towers/ Poles must be wind zone 5 compliant.
- vi. Provision of multi circuit lines as far as possible.
- vii. The System shall use Smart Grid technology using Phase Measurement Unit (PMU), which will ensure more reliable supply of electricity.
- viii. The Grids shall have integration with Renewable Sources like Roof Top Solar.
- ix. To provide Multiple Sources of Power to each Grid, the Network shall be designed to have a Ring Supply System.
- x. n-1 & n-2 security for important/vital consumption points like water supply, Hospital and School etc.

The detailed Scope of Work of the SCRIPS project is at **Section -V.**

ABOUT ODISHA POWER TRANSMISSION CORPORATION LIMITED:

Odisha Power Transmission Corporation Limited (OPTCL), a wholly owned Govt. of Odisha Undertaking is the State Transmission Utility (STU) and sole Transmission Licensee in the State of Odisha formed w.e.f. 01.04.2005. It has been mandated to plan, coordinate, construct, operate and maintain an efficient and economical intra-state transmission system. Besides, operating intra-state transmission, the corporation is looking after the wheeling of electricity and is also discharging the functions of State Load Dispatch Centre.

OPTCL will act as Nodal Agency for implementation of the State Capital Region Improvement of Power System-SCRIPS project as a part of Comprehensive Development Plan (CDP) for Bhubaneswar & Cuttack Urban Complex within the jurisdiction of State DISCOM-CESU under the overall guidance of Expert Committee and TASK FORCE constituted by the STU under Dept. of Energy, Govt. of Odisha. OPTCL will co-ordinate with different State Govt. Agencies and DISCOM for effective implementation of the SCRIPS project.

Section-II

Instructions to Bidders (ITB)

A. General:			
1.	Scope of the Bid	1.1	<p>In terms of the Invitation for Bids as indicated in the Bid Data Sheet (BDS) at Section-III, Odisha Power Transmission Corporation Limited(OPTCL) invites bids under single stage two-bid system from competent consultant firm(s) for appointment of consultant for State Capital Region Improvement of Power System (SCRIPS) Project as detailed in the Scope of Work at Section -V.</p> <p>The intending bidder shall follow the Bid Data Sheet at Section-IIIfor detailed tendering schedule.</p>
2.	Eligible Bidders	2.1	<p>The Consultant Firm, who meets the following qualifying requirement, shall be eligible for this tender;</p> <ol style="list-style-type: none"> i. The Consultant should have worked in at least one Indian Power Utility in the following areas: <ol style="list-style-type: none"> a. Load Forecast of any Power Utility covering at least 10 lakh consumers. b. Preparation of Power Network Planning for any Power Utility including up-gradation /renovation for existing Transmission & Distribution System of an Urban Area having a population of not less than 10 lakh. c. Preparation of DPR for any Power Utility relating to above. d. Support services for Implementation of power transmission and distribution projects including bidding and post award supervisory services for projects costing at least ₹100 cr. ii. The Annual Turnover of the consultant firm from India operations relating to consultancy business only shall not be less than ₹5 crore during any one year out of last five financial years based on the Audited Accounts duly certified by a Chartered Accountant. iii. The consultant should be a legal entity/ company of very high repute registered in India and should be in operation for at least 05 years from the date of its incorporation. iv. The Consultant should submit the details of such assignments undertaken as per the format specified in FORM (F-3) indicating the Name of Assignment, Name of the Client Organization, Duration of Assignment and brief description of work supported with the necessary documentary evidence such as Work Order/Contract Agreement and Client Citation / Confirmation for work done, Audited Annual Accounts for last five financial years and the certified copy of the Annual Turnover based on the Audited Accounts duly certified by the Chartered Accountant in FORM (F-4). Besides, the consultant firm shall submit the BIO-Data of Key Personnel in FORM (F-2).
3.	Joint Venture/Consortium	3.1	Not applicable.
4.	Documentary Evidence	4.1	<p>The Bidder must furnish;</p> <ol style="list-style-type: none"> a. The relevant Work Orders/LOA/Contract Agreement along with copies of certificate from the client duly signed by the competent authority of the Client in proof of successful completion of the consultancy work.

			<p>b. The Audited Accounts of the last five financial years. The certified copy of the Annual Turnover based on the Audited Accounts duly certified by the Chartered Accountant in FORM (F-4).</p> <p>c. The copy of the certificate of incorporation.</p> <p>d. Service Tax registration certificate.</p> <p>e. Nil Deviation Certificate.</p> <p>f. Documentary evidence in proof of Key Personnel's experience in FORM (F-2).</p> <p>g. Power of Attorney for Authorised Signatory.</p>
		4.2	Non-compliance to the above requirement even after seeking necessary clarification shall constitute the offer non-responsive.
B. Contents of Bidding Document			
5.	Sections of the Bidding Document	5.1	<p>The Bidding Document consists of nine Sections as indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause-7.</p> <p>Section-I-Preface</p> <p>Section-II-Instructions to Bidders (ITB)</p> <p>Section-III-Bid Data Sheet (BDS)</p> <p>Section-IV-Eligibility Criteria</p> <p>Section-V-Scope of Work</p> <p>Section-VI-Bid Evaluation Methodology</p> <p>Section-VII-General Conditions of Contract (GCC)</p> <p>Section-VIII-Bidding Forms</p> <p>Section-IX-Contract Forms</p>
		5.2	Odisha Power Transmission Corporation Limited is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from OPTCL.
		5.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
6.	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The clarifications to the queries and/or addenda to the RfP document shall be published in the website of OPTCL i.e. www.optcl.co.in .
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the Bid Data Sheet (BDS)-Section-III.
		6.3	No clarification shall be entertained after the pre-bid conference.
7.	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the bids, OPTCL may amend the bidding document by giving reasonable time and issuing addenda.
		7.2	Any addenda issued shall be part of the bidding document. The bidder shall visit OPTCL's website for any addendum / modification / errata / corrigendum etc.
		7.3	OPTCL, at its discretion for any reason at its own initiative may add, modify or remove any element of the services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective bidders reasonable time to take the

			amendments into account in preparing their bids, OPTCL may, at its discretion, extend the last date for the submission of bids.
		7.5	Any addendum issued shall be part of the bidding document and shall be hosted in OPTCL's website.
C. Preparation of Bids			
8.	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and OPTCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	A demand draft amounting to ₹10,000/- (Rupees Ten Thousand) only plus VAT @5% extra in favour of "Odisha Power Transmission Corporation Limited" payable at "Bhubaneswar" towards the cost of the bid document shall be furnished at the time of purchase of document OR at the time of submission of RfP document if downloaded from website of OPTCL " www.optcl.co.in " OR on payment of cash at DDO, Odisha Power Transmission Corporation Limited. The downloaded RfP documents will be accepted by Odisha Power Transmission Corporation Limited only if it is supported by the demand draft towards cost of bid document.
9.	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and OPTCL, shall be written in English.
10.	Documents comprising Bid	10.1	The Bid shall comprise two envelopes submitted separately, one containing the Techno-Commercial Proposal and the other containing the Price Proposal , which shall be evaluated in two stages.
		10.2	The first envelope shall contain one (01) original and one (01) copy of the Techno-Commercial Proposal, clearly marked as 'ORIGINAL' and 'COPY'. The second envelope shall contain one (01) original and one (01) copy of the Price Proposal clearly marked as 'ORIGINAL' and 'COPY'. Both the envelopes shall be sealed inside a bigger envelope, clearly mentioning the name and address of the Bidder, RfP identification No., and the authority to whom the Bid is being submitted to.
		10.3	During Stage-1 of the evaluation , the Techno-Commercial Proposals shall be opened as per ITB Sub-Clause-23.1&at the address, date and time specified in the BDS, Section-III. Bidder shall not be allowed to modify/amend/change the Techno-Commercial Proposals after submission of the Bid, unless otherwise specifically asked by the OPTCL. The Techno-Commercial Proposals which do not conform to the specified requirements will be rejected as non-responsive Bids, even after seeking clarification, if any by the OPTCL.
		10.4	During Stage-2 of the evaluation , Price Proposals of Techno-Commercially successful bidders shall be opened at the date and time and place as intimated by OPTCL.
		10.5	For the final evaluation, the weightage assigned to Techno-Commercial Proposal and Price Proposal is 70% and 30% respectively. The successful Bidder shall be decided on the QCBS evaluation basis as per this weightage.
		10.6	The Techno-Commercial Proposal should be submitted along with: a) Techno-Commercial Proposal Submission Forms; b) Cost of Tender Documents for ₹10,000/- (Rupees Ten Thousand) Only plus VAT @5% in shape of Demand Draft issued in favour of Odisha Power Transmission Corporation Limited and payable at

			<p>Bhubaneswar, Odisha, if downloaded and Money Receipt, if purchased directly from Odisha Power Transmission Corporation Limited.</p> <p>c) Bid Security (EMD) for ₹. 1,00,000/- (Rupees One Lakh) only, in the form of Demand Draft issued in favour of Odisha Power Transmission Corporation Limited and payable at Bhubaneswar, Odisha, in accordance with ITB Clause-17;</p> <p>d) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause-18;</p> <p>e) Documentary evidence in accordance with ITB Clause -15 establishing the Bidder's eligibility to bid;</p> <p>f) Documentary evidence in accordance with ITB Clauses -4.1 and 26, that the Services conform to the Bidding Document;</p> <p>g) Nil deviation Certificate.</p> <p>h) Abstract of general terms & conditions.</p> <p>i) BIO-Data of Key Personnel detailed in FORM (F-2)</p> <p>j) Any other document required in the Bidding Forms.</p>
		10.7	<p>The Price Proposal should include the following:</p> <p>a) Price Proposal Submission Sheet and the applicable Price Schedules in FORM- P-1 & P-2 of Section-VIII (Bidding Forms), in accordance with ITB Clauses-11, 13 and 14;</p> <p>b) any other document required in the BDS.</p>
11.	Bid Submission Sheets and Price Schedules	11.1	<p>The Bidder shall submit the Techno-Commercial Proposal and the Price Proposal using the appropriate Submission Sheets provided in Section-VIII(Bidding Forms). These forms must be completed without any alterations to their format, and no substitute shall be accepted. All blank spaces shall be filled in with the information requested. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in Section- VIII(Bidding Forms).</p>
		11.2	<p>The Bidders should take note of following points while submitting the Price Proposal:</p> <p>a) Price Proposal should clearly indicate the price to be charged without any qualifications.</p> <p>b) Service tax as applicable shall be paid extra as per prevailing rate.</p>
12.	Alternate Bids	12.1	<p>Alternate Techno-Commercial and /or Price bids shall be rejected.</p>
13.	Bid Prices and Discounts	13.1	<p>The prices quoted by the Bidder in the Price Proposal Submission Sheet (FORM-P1) and in the Price Schedules (FORM-P2) shall conform to the requirements specified therein.</p>
		13.2	<p>Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any variation except service tax.</p>
		13.3	<p>The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, OPTCL shall avail such discount at the time of award of contract provided such discount is unconditional.</p>
14.	Currencies for the Bid	14.1	<p>Bidders shall express their bid price in Indian Rupees only.</p>
15.	Documents Establishing the Qualification of the Bidder	15.1	<p>To establish its qualifications to perform the Contract without any deviation, the Bidder shall submit as part of its Techno-commercial proposal, the evidence indicated for each qualification criteria specified in Section-IV (Eligibility Criteria).</p>

16.	Period of validity of Bids	16.1	Bids shall remain valid for such period as mentioned in BDS after the bid submission deadline date prescribed by OPTCL. A Bid valid for a shorter period shall be rejected by OPTCL as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, OPTCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause-17 shall also be extended for a corresponding period. A Bidder may refuse the request for such extension without forfeiting its Bid Security. A Bidder granting the request shall not be permitted to modify its Bid.
17.	Bid Security	17.1	The Bidder shall furnish as part of its Techno-commercial Proposal, a Bid Security (EMD) in form of Demand Draft for an amount of ₹1,00,000/- (Rupees One Lakh) only in favour of Odisha Power Transmission Corporation Limited payable at Bhubaneswar only issued by a Scheduled Bank.
		17.2	Any Bid not accompanied by Bid Security in accordance with ITB Sub-Clause-17.1 , shall be rejected by Odisha Power Transmission Corporation Limited as non-responsive.
		17.3	The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract and submission and acceptance of CPBG by the successful bidder.
		17.4	The successful Bidder has to furnish the required Contract Performance Bank Guarantee before the signing of the Contract. The bid security of successful bidder shall be returned after acceptance of Contract Performance Bank Guarantee by OPTCL.
		17.5	The Bid Security may be forfeited, if the successful Bidder fails to: a) Acknowledge the Letter of Award within the stipulated period. b) Sign the Contract in accordance with ITB Clause-37 ; c) Furnish a Contract Performance Bank Guarantee in accordance with ITB Clause-38
18.	Format of Bid	18.1	The Bidder shall submit the Techno-Commercial Proposal in original, as described in ITB Clause-11 clearly marked as “ORIGINAL–TECHNO-COMMERCIAL PROPOSAL”. In addition, the Bidder shall submit one copy of the Techno-Commercial Proposal, clearly marked as “COPY – TECHNO-COMMERCIAL PROPOSAL”. For the submission of the Financial Proposal, the Bidder shall prepare one original and one copy of the Price Proposal, as described in ITB Clause-11 and clearly marked as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”. In the event of any discrepancy between the originals and the copies, the originals shall prevail.
		18.2	The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid Form-F-2 and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialed by the

			person signing the Bid.
		18.3	Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
D. Submission and Opening of Bids			
19.	Sealing and Marking of Bids	19.1	<p>Bidder shall enclose the original Techno-Commercial Proposal and copy of the Techno-Commercial Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNO-COMMERCIAL PROPOSAL” and “COPY – TECHNO-COMMERCIAL PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The Bidder shall enclose the original Price Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p>
		19.2	<p>The inner and outer envelopes shall:</p> <p>a) bear the name and address of the Bidder;</p> <p>b) be addressed to Odisha Power Transmission Corporation Limited in accordance with ITB Sub-Clause-20.1; and,</p> <p>c) bear the specific identification of this bidding process indicated in the BDS.</p>
		19.3	The outer envelopes and the inner envelopes containing the Techno-Commercial Proposals shall bear a warning not to open before the time and date for the opening of Techno-commercial Proposals, in accordance with ITB Sub-Clause-23.1 .
		19.4	The outer and inner envelopes containing the Price Proposals shall bear a warning not to open until advised by Odisha Power Transmission Corporation Limited in accordance with ITB Sub-Clause-23.2 .
		19.5	If all envelopes are not sealed and marked as required, Odisha Power Transmission Corporation Limited will assume no responsibility for the misplacement or premature opening and resultant disqualification of the bid.
20.	Deadline for submission of Bids	20.1	Bids must be received by Odisha Power Transmission Corporation Limited not later than the date and time, and at the address indicated in the BDS-Section-III .
		20.2	Odisha Power Transmission Corporation Limited may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause-7 , in which case all rights and obligation of Odisha Power Transmission Corporation Limited and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21.	Late Bids	21.1	Odisha Power Transmission Corporation Limited shall not consider any Bid that is received after the deadline for submission of Bids, in accordance with ITB Clause-20 . Any Bid received by Odisha Power Transmission Corporation Limited after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
22.	Withdrawal, Substitution and	22.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.

	Modification of Bids		<p>However, a Bidder may withdraw, substitute, or modify its Bid under the following situation;</p> <ol style="list-style-type: none"> 1. After expiry of the bid validity period as per ITB. 2. Any material changes to the scope of work after submission of bid document. 3. Any material changes in the bidding documents after submission of bid document. 4. If the due date of the submission has been extended by the OPTCL after submission of bid document. <p>Such withdrawal, substitution, or modification shall be submitted by the bidder by sending a written letter, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause-18.2. The corresponding substitution or modification or withdrawal of the bid must accompany the respective written notice. All Notices must be:</p> <ol style="list-style-type: none"> a) submitted in accordance with ITB Clauses -18 and 19 and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and, b) received by Odisha Power Transmission Corporation Limited prior to the deadline prescribed for submission of bid.
23.	Bid opening	23.1	Odisha Power Transmission Corporation Limited shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders’ representatives who choose to attend, at the address, date and time specified in the BDS.
		23.2	The Price Proposals will remain unopened and will be held in custody of Odisha Power Transmission Corporation Limited until the time of opening of the Price Proposals. Odisha Power Transmission Corporation Limited shall advise the Techno-Commercially qualified bidders in writing about the date, time, and location of the opening of Price Proposals.
		23.3	First, envelopes marked “WITHDRAWAL” shall be opened, read out and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
		23.4	Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Techno-Commercial Proposal or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. The Substitution Techno-Commercial Proposal, if any, shall be opened, read out, and recorded. The Substitution Price Proposal, if any, will remain unopened in accordance with ITB Sub-Clause-23.2 . No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
		23.5	Next, outer envelopes marked “MODIFICATION” shall be opened. No Techno-Commercial Proposal or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of

			Techno-Commercial Proposals. The Techno-Commercial Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the time of opening. The Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 23.2.
		23.6	All other envelopes holding the Techno-Commercial proposals of the bidder shall be opened one at a time, and the following read out and recorded: a) the name of the Bidder; b) whether there is a modification or substitution; c) the presence of a Bid Security and proof of purchase of bid document; d) any other details as Odisha Power Transmission Corporation Limited may consider appropriate. e) Only Techno-Commercial Proposals of those bidders read out and recorded at bid opening shall be considered for evaluation. f) No Bid shall be rejected at the opening of Techno-Commercial Proposals except for late bids or bid not accompanied with bid security in accordance with ITB Sub-Clause-21.1 and Clause-17.
		23.7	Odisha Power Transmission Corporation Limited shall prepare a record of the opening of Techno-Commercial Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security & Cost of the Bid Document. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents of the record.
		23.8	The date, time, and location of the opening of Price Proposals will be intimated to respective Techno-Commercially qualified bidders in writing by Odisha Power Transmission Corporation Limited. Bidders shall be given reasonable notice of the opening of Price Proposals.
		23.9	Odisha Power Transmission Corporation Limited shall conduct the opening of Price Proposals of all Techno-Commercially qualified bidders who submitted Price Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by Odisha Power Transmission Corporation Limited. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance.
		23.10	All Price Proposals shall be opened one at a time, and the following read out and recorded: a) the name of the Bidder; b) whether there is a modification or substitution; c) the bid prices; d) any other details as Odisha Power Transmission Corporation Limited may consider appropriate. Only Price Proposals read out and recorded at bid opening shall be considered for evaluation.
		23.11	Odisha Power Transmission Corporation Limited shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a

			Bidders signature on the record shall not invalidate the contents and effect of the record.
E. Evaluation and Comparison of Bids			
24.	Confidentiality	24.1	Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence Odisha Power Transmission Corporation Limited in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		24.3	Notwithstanding ITB Sub-Clause -24.2 , from the time of opening the Techno-Commercial Proposals to the time of Contract award, if any Bidder wishes to contact Odisha Power Transmission Corporation Limited on any matter related to the bidding process, it should do so in writing.
25.	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and post-qualification of the Bids, Odisha Power Transmission Corporation Limited may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Odisha Power Transmission Corporation Limited shall not be considered. Odisha Power Transmission Corporation Limited's request for clarification and the response shall be in writing.
26.	Responsiveness of Techno-Commercial Proposals	26.1	Odisha Power Transmission Corporation Limited's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.
		26.2	A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or b) limits or is inconsistent in any substantial way, with the Bidding Document, Odisha Power Transmission Corporation Limited's rights or the Bidder's obligations under the Contract; or c) if not rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals
		26.3	If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by Odisha Power Transmission Corporation Limited and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
		26.4	The bidders may submit bid with Non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause-26.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, Odisha Power Transmission Corporation Limited reserves the right to reject such bids. Odisha Power Transmission Corporation Limited may also ask

			bidders for clarifications on such deviations during the evaluation. In case Odisha Power Transmission Corporation Limited accepts any deviations proposed by a bidder (mentioned in Bid as Form F-6); then during Stage-2.
27.	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, Odisha Power Transmission Corporation Limited will correct arithmetical errors during evaluation of Price Proposals on the following basis: a) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. b) Except as provided in sub-clauses (a) herein above, Odisha Power Transmission Corporation Limited shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
		27.4	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
28.	Preliminary Examination of Bids	28.1	Odisha Power Transmission Corporation Limited shall examine the Techno-Commercial Proposal to confirm that all documents and Techno-Commercial documentation requested in ITB Sub-Clause 10.3 have been provided, and to determine the completeness of each document submitted.
		28.2	Odisha Power Transmission Corporation Limited shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub- Clause-11.1 , written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.
29.	Examination of Terms and conditions; Techno-Commercial Evaluation.	29.1	Odisha Power Transmission Corporation Limited shall examine the Bids to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	Odisha Power Transmission Corporation Limited shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the Qualifying requirement at Section-IV , of the Bidding Document have been met without any material deviation or

			reservation.
		29.3	If, after the examination of the terms and conditions and the Techno-Commercial evaluation, Odisha Power Transmission Corporation Limited determines that the Techno-Commercial Proposal is not substantially responsive in accordance with ITB Clause-26 , it shall reject the Bid.
30.	Evaluation of Bids	30.1	OPTCL shall evaluate Price Proposals of those Bids for which the Techno-Commercial Proposals have been determined to be substantially responsive.
		30.2	To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall use all the criteria defined in Section-IV (Eligibility Criteria) and methodologies defined in Section-VI (Bid evaluation methodology) . No other criteria or methodology shall be adopted.
		30.3	To evaluate a Price Proposal, Odisha Power Transmission Corporation Limited shall consider the following: b.) The sum total of price quoted for individual assignment in Price Proposal in Form-P-2 including taxes and duties, overheads, out of pocket expenses, travel, boarding, lodging, visits and discount etc. except service tax. a) Service Tax shall not be considered for the purpose of evaluation.
31.	Comparison of Bids	31.1	Odisha Power Transmission Corporation Limited shall compare all substantially responsive bids to determine the highest ranked bid, in accordance with Section-VI (Bid evaluation methodology) .
32.	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33.	Odisha Power Transmission Corporation Limited's Right to Accept Any Bid, and to Reject Any or All Bids	33.1	Odisha Power Transmission Corporation Limited reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.
c.) Award of Contract			
34.	Award Criteria	34.1	Odisha Power Transmission Corporation Limited shall award the Contract to the Bidder whose offer has been determined to be the highest ranked evaluated Bid and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
		34.2	A Bid shall be rejected if the qualification criteria as specified in Section-IV and Evaluation Criteria in Section-VI are no longer met by the Bidder whose offer has been determined to be the highest ranked evaluated Bid. In this event Odisha Power Transmission Corporation Limited shall proceed to the next highest ranked evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
35.	Odisha Power	35.1	During the execution of contract, Odisha Power Transmission

	Transmission Corporation Limited's Right to change the deliverables defined under scope of Work		Corporation Limited reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the Scope of Work. However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.
36.	Notification of Award	36.1	Prior to the expiration of the period of bid validity, Odisha Power Transmission Corporation Limited shall issue Letter of Award (LOA) to the successful Bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 07 days of LOA, the Consultant Firm shall sign, date, and return the LOA copy to the Odisha Power Transmission Corporation Limited as acknowledgement.
37.	Signing of the Contract	37.1	Within 30 days from the date of issue of LOA, the successful Consultant firm shall sign the contract Agreement with Odisha Power Transmission Corporation Limited in non-judicial stamp paper and send it to Odisha Power Transmission Corporation Limited.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event Odisha Power Transmission Corporation Limited may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.
38.	Contract Performance Bank Guarantee	38.1	Within 20 days of the issue of Letter of Award from Odisha Power Transmission Corporation Limited, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in Section-IX(Contract Forms) .
		38.2	Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event Odisha Power Transmission Corporation Limited may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by Odisha Power Transmission Corporation Limited to be qualified to perform the Contract satisfactorily.
39.	Working Environment	39.1	It will be imperative on each bidder to fully inform himself of all local working environments which may have any effect on the execution of the works covered under these documents and specifications. Odisha Power Transmission Corporation Limited shall not entertain any request for clarifications from the bidders, regarding such working environment. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Odisha Power Transmission Corporation Limited.
40.	Disclaimer	40.1	This Request For Proposal (RfP) has been prepared by Odisha Power

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

01	RFP Identification No:OPTCL/SCRIPS/2014/01
02	NIT No.: OPTCL/SCRIPS/2014/01 Dated 17.02.2014
03	Purpose: “Appointment of Consultant for State Capital Region Improvement of Power System (SCRIPS) Project” as per Scope of Work at Section-V.
04	Address of the Owner: Er. N. R. Pradhan, GM (Electrical), Nodal Officer, SCRIPS Project ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHOINAGAR, BHUBANESWAR–751022, PH:0674-2541196, Website of OPTCL: www.optcl.co.in
05	Sale of Bid Document: From : 17.02.2014 from 4:00 PM To:19.03.2014 up to 5:00 PM
06	Date, Time & Venue of the Pre-Bid Conference: <ul style="list-style-type: none"> • Date:28.02.2014 • Time: 11:30 AM • Venue: CONFERENCE HALL, ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH,BHOI NAGAR, BHUBANESWAR–751022,PH:0674-2541196.
07	Last date & Time of Submission of the Bid: Date: 20.03.2014 up to 1.00 PM
08	Due date , Time & Place of opening of the Techno commercial Bid: Date: 20.03.2014 Time: 3:00 PM. Place: CONFERENCE HALL, ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHOI NAGAR, BHUBANESWAR–751022, PH:0674-2541196.
09	Cost of the Bid Document: ₹10,000.00 (Rupees Ten Thousand) Only Plus Vat @5% to be submitted in shape of Demand Draft issued in favour of Odisha Power Transmission Corporation Limited, payable at Bhubaneswar Or in the form of cash deposited at Odisha Power Transmission Corporation Limited’s cash counter. Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid.
10	Bid Security(EMD): Bid Security (EMD) in form of Demand Draft for an amount of ₹1,00,000/- (Rupees One Lakh) only in favour of Odisha Power Transmission Corporation Limited payable at Bhubaneswar only issued by a Schedule Bank.
11	Period of Contract: For deliverables-Twelve (12) weeks from the date of signing of the contract and for advisory support services till the closure of the project i.e. up to 2019-20.
12	Bidding Methodology& Evaluation: Single Stage Two Part Basis. QCBS Methodology: (70:30) Techno-Commercial Proposal 70% and Price Proposal-30%.
13	Techno-commercial Proposal: To be submitted as per the format prescribed in Section-VIII along with the supporting documents.
14	Price Proposal: To be submitted as per the format prescribed in Section-VIII (Form: P-1 & From-P-2).
15	Price Validity: Six months from the last date of the submission of the bid.

16.	Price Basis: The consulting firm shall quote for the total consultancy fee for individual assignment as per the Price schedule format enclosed in Form P-2. Consultancy Fee shall be inclusive of all expenses, overheads, taxes & duties but exclusive of Service Tax. However, service tax shall be reimbursed on submission of documentary evidence and TDS as applicable shall be deducted from the Invoice while releasing the Payment.
17.	Contract Performance Bank Guarantee (CPBG): The successful Bidder shall furnish the CPBG@10% of the total Contract Price within 30 days of the issue of LOA in accordance with the GCC and in the prescribed format enclosed in Section-IX (Contract Forms) .
18.	Signing of the Contract Agreement: The successful bidder shall sign the Contract Agreement within 30 days from the date of issue of LOA.

Section-IV
Eligibility Criteria

The eligibility criteria for a consulting firm to bid for this tender are as follows:

1.	Eligible Bidders	1.1	<p>The Consultant Firm, who meets the following qualifying requirement, shall be eligible for this tender;</p> <ol style="list-style-type: none"> i. The Consultant should have worked in at least one Indian Power Utility in the following areas: <ol style="list-style-type: none"> a. Load Forecast of any Power Utility covering at least 10 lakh consumers. b. Preparation of Power Network Planning including up-gradation /renovation for existing Transmission & Distribution System of an Urban Area having a population of not less than 10 lakh.. c. Preparation of DPR for any Power Utility relating to above. d. Support services for Implementation of power transmission and distribution projects including bidding and post award supervisory services for projects costing at least ₹100 cr. ii. The Annual Turnover of the consultant firm from India operations relating to consultancy business only shall not be less than ₹5crore during any one year out of last five financial years based on the Audited Accounts duly certified by a Chartered Accountant. iii. The consultant should be a legal entity/ company of very high repute registered in India and should be in operation for at least 05 years from the date of its incorporation. iv. The Consultant should submit the details of such assignments undertaken as per the format specified in FORM (F-3) indicating the Name of Assignment, Name of the Client Organization, Duration of Assignment and brief description of work supported with the necessary documentary evidence such as Work Order/Contract Agreement and Client Citation / Confirmation for work done, Annual Audited Accounts for last five financial years and the certified copy of the Annual Turnover based on the Audited Accounts duly certified by the Chartered Accountant in FORM (F-4). Besides, the consultant firm shall submit the BIO-Data of Key Personnel in FORM (F-2).
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Section-V

1. Scope of Work:

The scope of work of the consultant shall be preparation of Power System Master Plan comprising a. Load Forecast and system planning (Upto 2030) b. Detailed Transmission System Plan (Upto 2022) and c. Detailed Distribution System Plan (Up to 2022) , Preparation of DPR (1st phase- for 12th plan period up to 2017 and 2nd phase for 13th plan period from 2017 to 2022) and to provide incidental support services for implementation during 1st phase of the State Capital Region Improvement of Power System (SCRIPS) Project. This SCRIPS project is intended to meet the energy needs of the State Capital region in the State of Odisha up to 2030 ensuring 24X7 uninterrupted, reliable and stable power supply to all classes of consumers including public services in the geographical areas covered under Comprehensive Development Plan (CDP) for Bhubaneswar & Cuttack Urban Complex under the jurisdiction of State DISCOM-CESU. The scope described above is indicative in nature. However, the consultant has to provide the key deliverables and support services necessary for fulfilling the very objective of the project.

The broad principles to be employed for executing the SCRIPS project shall be as under;

- xi. Underground Cabling for 132 KV and below Voltage level, where ever possible.
- xii. All additional Grid Sub-Stations shall be of GIS type, where space is a constraint.
- xiii. Full AMI (Advanced Metering Infrastructure) with provision of SCADA.
- xiv. Renovation and modernization of all existing Grid, 33/11kV S/S and Networks.
- xv. All Towers/Poles must be wind zone 5 compliant.
- xvi. Provision of multi circuit lines as far as possible.
- xvii. The System shall use Smart Grid technology using Phase Measurement Unit (PMU), which will ensure more reliable supply of electricity.
- xviii. The Grids shall have integration with Renewable Sources like Roof Top Solar.
- xix. To provide Multiple Sources of Power to each Grid, the Network shall be designed to have a Ring Supply System.
- xx. n-1 & n-2 security for important/vital consumption points like water supply, Hospital and School etc.

The Scope of Work for the proposed consultancy assignment covers the following:

A.	Key Deliverables:
1	Power System Master Planning consisting of the following: a. Load Forecast and System Master Planning (Up to 2030) b. Detailed Transmission System Plan (Up to 2022) c. Detailed Distribution System Plan (Up to 2022)
2	Preparation of DPR for SCRIPS Project: a. Preparation of DPR for 12th plan period up to 2017 (1st Phase)and for 13th plan period up to 2022(2nd phase).

	<p>b. The above DPR apart from other details shall, inter-alia include the following key deliverables:</p> <p>i. Technical Specification ii. CAD Design & Drawings iii. BOQ and Price Schedules</p>
B.	<p>Support Services for the tendering process (Pre-Award) for the SCRIPS project as per the following scope. (03 Months period):</p> <ul style="list-style-type: none"> • Preparation of Bid Documents • Floating of Tender • Evaluation of Tender • Award of the Contract
C.	<p>Support services during implementation of the Project for 1st Phase up to 2017: (36 Months period):</p> <p>Note: One technical and one finance key person to be made available throughout the project implementation period to render support services.</p>
1	<p>Technical Personnel (01 no): Degree in Electrical Engineering having at least 5 years' experience in Technical support services to implement projects of the above nature.</p>
2	<p>Financial Personnel(01 no): Qualified CA/CMA having at least 5 years' experience in Project/ Contract Management.</p>

Detail Scope of Work:

A.1. Power System Master Plan :

Formulation of an integrated effective master plan for power system development, including transmission, distribution, and energy efficiency improvement programs, if any, for SCRIPS Project to meet the energy needs of the State Capital region in the State of Odisha up to 2030 ensuring 24X7 uninterrupted, reliable and stable power supply to all classes of consumers including public services in the geographical areas covered under Comprehensive Development Plan (CDP) for Bhubaneswar & Cuttack Urban Complex under the jurisdiction of State DISCOM-CESU.

The following parameters/criteria need to be considered for the present as well as the anticipated growth for preparation of effective master plan;

- Load Profile.
- Consumer Profile.
- Quality of Power Supply (Both Scheduled and Unscheduled Outages and Restoration Profile).
- Constraints/Cushion in different segments of the System Network for providing 24X7 Uninterrupted and reliable Power Supply.

The above Power System Master Plan shall also involve study of System data including Transformation Capacity, T&D Line Capacity and all other relevant information e.g.; the EPS, Load Forecast of CESU/OPTCL, New addition of Infrastructure as per the Business Plan, in alignment with the Comprehensive Development Plan (CDP) developed by the BDA &

CDA Authorities and other stakeholders in line with the Zonal Development Plan and must take into consideration the proportionate needs of the various zones.

a. Load forecast and System Master planning (Up to 2030):

Load Forecast upto 2030 after analysing the data collected from CESU, OPTCL, BDA & CDA Authorities and other stake holders in line with the Zonal Development Plan should cover the following:

- Collection of Historical data
- Estimation of suppressed demand
- Transmission and Distribution losses in different key areas

General Approach and Methodology:

i. General Approach as applicable:

- Extrapolation/Trend Approach
- Statistical Approach
- Econometric Approach
- End Use Approach
- Selected Approach

ii. Methodology:

- Stage-1: Collection of historical Constrained Sales
- Stage-2: Computation of historical Unconstrained Sales
- Stage-3: Forecast of future Unconstrained Sales
- Stage-4: Forecast of System Energy Input
- Stage-5: Computation of System Peak Demand

b. Detailed Transmission System Plan (Up to 2022):

- Develop system planning criteria based on CEA guidelines for development of Transmission Plan.
- Develop the transmission system required to meet the study criteria based on the load flow study.
- The transmission plan to take into account the transmission Power System of OPTCL for the committed / planned capacity additions in the Project area.
- Augmentation/strengthening of Transmission Network system schemes to make them wind zone 5 compliant.
- Re-modelling of the existing Transmission network of lines-Underground cabling and Grid Substations-GIS.
- Identification of all possible reinforcements for healthy transmission network.
- Identification of the necessary additions of transformer capacities, change in size of line conductors.
- The projected load assigned to each Grid Sub-Station.
- Allocate the demand to existing and future 132/33KV substations.
- Remove transmission projects not required.
- Provision of multi circuit lines as far as possible

c. Detailed Distribution System Plan (Up to 2022)

- Identification of the existing weak distribution system of the project area that needs strengthening.
- Develop a distribution network in place to receive and transfer the power received from the various Transmission sources to the ultimate consumer.
- Develop a system to keep the distribution losses to a minimum value as per the OERC Stipulation/Guideline.
- Planning of the distribution network to cater to the future requirement.
- Greater emphasis on anti-theft measures.
- Ambitious plans of metering programs of the unmetered connections.
- Replacement Plans for the defective meters.
- Establishment of full Advance Metering Infrastructure (AMI).
- Identification of all possible reinforcements for healthy distribution network to make them wind zone 5 compliant.
- Identification of the necessary additions of transformer capacities, change in size of line conductors.
- Assignment of projected load to each 11 kV feeder.
- Remodelling of each 33/11 kV S/S as and where necessary.
- Remodelling of existing lines and construction of new lines.
- Provision of multi circuit lines as far as possible.

A.2.Preparation and Submission of DPR for SCRIPS Project:

- i. Preparation and submission of DPR for 12th plan period up to 2017 (1st Phase) and for 13th plan period up to 2022(2nd phase).
- ii. The above DPR apart from other details shall, inter-alia include the following key deliverables:
 - Technical Specification
 - CAD Design & Drawings
 - BOQ and Price Schedules

B. Support Services for the tendering process (Pre-Award) for the SCRIPS project as per the following scope. (03 Months period):

- Preparation of Bid Documents
- Floating of Tender
- Evaluation of Tender
- Award of the Contract

C. Support services during the implementation of SCRIPS Project (36 months period):

Consultant firm shall provide support services during implementation of the Project for 1st Phase up to 2017. One technical and one finance key person shall be made available throughout the project implementation period to render support services. The engaged personnel shall provide support services in the following areas;

- Vetting/Clarification of Design and Drawings pertaining to SCRIPS Project.
- Solution to the Technical and financial issues arising during the implementation of the project.
- Requirement of any change order in scope of work, Bill of quantity etc.
- Alternative Technical Solutions, required if any.

- Any other clarification relating to the Power System Master Plan, DPR and SCRIPS project.

OPTCL's RESPONSIBILITY:

The OPTCL will carry out the following tasks:

- OPTCL shall be responsible for Project Management, Contract Management, Quality Management, Commissioning and Post Commissioning of SCRIPS Project.
- Establish a dedicated Project Team headed by a Project Manager or engage a Project Management Consultant (PMC) to monitor the day to day activities of the Project Work.
- A designated technical expert committee/Task Force constituted by GoO to define key objectives with respect to design basis, technology, layout, total budget, schedule milestones and administrative requirements and to fix the SCRIPS Network Boundary.
- Passing of invoice and payment to party(ies) engaged for the Project.
- Approval of design, Drawings, change proposals and execution strategies.
- Obtain necessary approvals from Statutory Authorities as required for completion of the Project.
- Liaise with local, State Government Agencies.
- Provide Site location(s) and arrange Site access.
- Place all Work Orders for the Project.
- Manage and control information services, press releases etc.
- OPTCL may engage Third Party Inspection Agency (TPIA) for conducting Pre & Post-dispatch inspection at suppliers' works & Inspection at Site/Stores, which will be excluded from the Scope of the consultant.

2. DELIVERABLES AND TIME PERIOD OF THE CONTRACT:

A.1. Power System Master Plan:

The tenure of the assignment for submission of deliverables shall be **Twelve (12) weeks** from the date of signing of the contract between OPTCL and the consultant.

Code	Description of Deliverables	Week No start from t-0
KD1	a. Load Forecast and System Master planning (Up to 2030) b. Detailed Transmission System Plan (Up to 2022) c. Detailed Distribution System Plan (Up to 2022)	0-12

A.2. Preparation and Submission of DPR for SCRIPS Project:

The tenure of the assignment for submission of deliverables shall be **Twelve (12) weeks** from the date of approval of Power System Master Plan by OPTCL.

Code	Description of Deliverables	Week No start from t-0
KD2	Preparation and submission of DPR for 12 th plan period up to 2017 (1st	0-12

Code	Description of Deliverables	Week No start from t-0
	Phase) and for 13 th plan period up to 2022 (2nd phase).	

B. Support Services for the tendering process (Pre-Award) for the SCRIPS project:

The tenure of the assignment for support services shall be **Twelve (12) weeks** from the date of approval of DPR by OPTCL.

Code	Description of Deliverables	Week No start from t-0
KD3	Support services for the tendering process for SCRIPS Project; <ul style="list-style-type: none"> • Preparation of Bid Documents • Floating of Tender • Evaluation of Tender • Award of the Contract 	0-12

C. Support Services during the implementation of SCRIPS Project for 1st Phase upto 2017:

The tenure of the assignment for support services shall be co-terminus with the period of implementation of SCRIPS Project by OPTCL (Expected Project Period- 36 months).

Code	Description of Deliverables	Months No start from t-0
KD4	Support services during implementation of the Project for 1 st Phase up to 2017 as per the scope of work. <ul style="list-style-type: none"> • Vetting/clarification of design and Drawings pertaining to SCRIPS Project. • Solution to the Technical and financial issues arising during the implementation of the project. • Requirement of any change order in scope of work, Bill of quantity etc. • Alternative Technical solutions, required if any. • Any other clarification relating to the Power System Master Plan, DPR and SCRIPS Project. 	0-36

3. PAYMENT TERMS:

Consultancy Fee: The consultancy fee for the respective assignment shall be released progressively against each key deliverable/support services as mentioned below. The Consultancy Fee shall be inclusive of all expenses, overheads, taxes & duties but exclusive of Service Tax. However, service tax shall be reimbursed on submission of documentary evidence and TDS as applicable shall be deducted from the Invoice while releasing the Payment.

Code	Particulars	Contract Price	Basis of Payment
KD1	Deliverables as per the scope of work:		
1	Power System Master Planning	Lump sum Price as per the LOA.	<p>i. 30% of the Lump sum price shall be released after submission and approval of Load Forecast and Power System Master Plan as per the Scope of Work both in Hard & Soft form (03 copies each).</p> <p>ii. 60% of the Lump sum price shall be released after submission of both Detailed Transmission and Distribution System Plan as per the Scope of Work, and</p> <p>iii. Balance 10% of the Lump sum Price shall be released after submission and approval of DPR.</p>
2	DPR for the SCRIPS Project	Lump sum price as per the LOA	<p>i. 70% of the Lump sum price shall be released after submission and approval of DPR both in Hard & Soft form (03 copies each).</p> <p>ii. 30% shall be released after award of the contract for the SCRIPS project.</p>
KD2	<p>Support Services for the tendering process (Pre-Award) for the SCRIPS project as per the following scope. (03 Months period):</p> <ul style="list-style-type: none"> • Preparation of Bid Documents. • Floating of Tender. • Evaluation of Tender. • Award of the Contract. 	Lump sum price as per the LOA	<p>i. 90% of the Lump sum price shall be released after award of the contract for the SCRIPS project duly certified by the Project In Charge.</p> <p>ii. Balance 10% of the Lump sum price shall be released after commencement of implementation of the SCRIPS Project duly certified by the Project-in-Charge.</p>
KD3	<p>Support Services during implementation of the Project for 1st Phase up to 2017: (36 months period):</p> <p>Note: One technical and one finance key person to be made available throughout the project implementation period to render support services.</p>		
1	Technical Personnel (01 no)	Manpower Cost per month X 36 Months	90% of the Manpower Cost per month shall be released after satisfactory performance and full attendance for the month duly certified by the Project-in-Charge.
2	Financial Personnel(01 no)	Manpower Cost per month X 36 Months	90% of the Manpower Cost per month shall be released after satisfactory performance and full

			attendance for the month duly certified by the Project-in-Charge.
3	Residual Payment against 1 & 2 above		Balance 10% of the Manpower Cost shall be released within 3 months of completion of the Project implemented with the Support Service of the Consultant duly certified by the Project-in-Charge

Note: Service Tax shall be reimbursed against submission of documentary evidence. TDS as applicable shall be deducted from the invoice while releasing the payment. Liquidated damage as applicable shall also be levied as per the clause. In case of any shortcoming in deliverables/ services the payment shall be made proportionately.

Section-VI:
Bid Evaluation Methodology
(QCBS methodology)

The evaluation of the Bid shall be carried out based on the QCBS Methodology (70:30) in the following steps;

- a. The evaluation of eligibility criteria as mentioned at Section-IV.
- b. The evaluation of Techno-commercial Proposals of eligible bidders at (a.) above.
- c. The evaluation of price proposal of the techno-commercially qualified bidders at (b.) above.
- d. For final evaluation, the weight of the Techno-commercial Proposal is set to 70% and Price Proposal is set to 30%.

The Techno-commercial proposal evaluation criteria of eligible bidders are set out below:

Item	Evaluation Criteria	Max. Points
1.	Load Forecast of any Power Utility covering at least 10 lakh consumers:	15
	No. of assignment- 1 - 5 Points	
	No. of assignment- 2 - 10 Points	
	No. of assignment- 3 and above - 15 Points	
2.	Preparation of power network planning including up-gradation /renovation for Transmission & Distribution system of an Urban Area having a population of not less than 10 lakh for any Power Utility.	15
	No. of assignment- 1 - 5 Points	
	No. of assignment- 2- 10 Points	
	No. of assignment- 3 and above - 15 Points	
3.	Preparation of DPR for any Power Utility relating to development of Power Network Planning including up-gradation /renovation for Transmission & Distribution System Project costing at least ₹100 cr.	15
	No. of assignment- 1 - 5 Points	
	No. of assignment- 2- 10 Points	
	No. of assignment- 3 and above - 15 Points	
4.	Support services for Implementation of power transmission and distribution projects including bidding and post award supervisory services for projects costing at least ₹100 cr.	15
	No. of assignment- 1 - 5 Points	
	No. of assignment- 2- 10 Points	
	No. of assignment- 3 and above - 15 Points	
5.	The Annual Turnover of the consultant firm shall not be less than ₹. 5 Crore from India operations relating to consultancy business only during any one year out of last five financial years based on the Audited Accounts duly certified by a Chartered Accountant:	10
	Annual Turnover: ₹ 5crore and above up to ₹.10 crore - 5 Points	
	Annual Turnover: Above ₹.10crore and above - 10 Points	
	Sub-Total: (1 to 5)	70

Item	Evaluation Criteria	Max. Points
6.	Bidders shall be invited to give a detailed presentation on approach and methodology for effective execution of the given Scope of Work highlighting on their expertise, capacity, capability and core competency in executing similar works. The presentation shall be delivered by the Key personnel(s) identified by the bidding firm to execute the project. The evaluation shall be made by an expert committee based on BIO-DATA of Key Personnel, interaction with them in the presentation and suitability of the approach and methodology for execution of the project.	30
	Expertise and Experience of Key Personnel of the bidding firm: 15Points	
	Performance in the presentation: 15Points	
	Total: (1 to 6)	100

Note: The minimum techno-commercial score is 70 Points for consideration of the Price proposal.

Final evaluations of the Price Proposals are set out as below;

The price proposal with lowest quoted total price (LP) amongst the Price proposals will be given a financial score of 100 and other Price proposals shall be given financial scores that are inversely proportional to their quoted total prices (QP).

$$\text{Financial Score of Firm} = 100 \times (\text{LP} / \text{QP})$$

Where,

LP = Lowest quoted total Price and

QP = Quoted total Price of Firm

The weights given to techno-commercial and Price proposals are 70% and 30% respectively.

The total score(S) shall be, $S = S_t \times 0.70 + S_f \times 0.30$.

Where,

S = Total Score

S_t = Score on Techno-Commercial Proposal

S_f = Score on Price Proposal

Bid with the highest total score(S) shall be considered as highest ranked evaluated bid and the contract shall be awarded to such bidder at their quoted price.

SECTION-VII:**GENERAL CONDITIONS OF CONTRACT (GCC)**

01.	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, RfP document, bidders offer, letter of award, correspondences between the Odisha Power Transmission Corporation Limited and consultant.
02.	Definition	2.1	‘OPTCL/Owner’ shall mean ODISHA POWER TRANSMISSION CORPORATION LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors and assigns.
		2.2	“ASSIGNMENT” shall mean the consultancy assignment for State Capital Region Improvement of Power System (SCRIPS) Project for Odisha Power Transmission Corporation Limited over a period of 2030.
		2.3	“RfP” i.e. “Request for Proposal” shall mean document consisting of NIT, ITB, BID Data Sheet, Eligibility Criteria, Scope Of Works, Bid Evaluation Methodology, Bidding Forms and Contract Forms and any amendments there to.
		2.4	“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.5	“Bidder” shall mean the Consulting firm participating in the bid floated by the Odisha Power Transmission Corporation Limited for consultancy assignment for State Capital Region Improvement of Power System (SCRIPS) Project for Odisha Power Transmission Corporation Limited over a period up to 2017 and shall include his heirs, legal representatives, successors and permitted assigns.
		2.6	“Consulting firm/Consultant” shall mean the person who shall be selected and appointed through tender process and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
		2.7	“LOA” i.e. “Letter of Award” shall mean the official notice issued by Odisha Power Transmission Corporation Limited notifying the Consultant firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.8	“Month” shall mean the calendar month and “Day” shall mean the calendar day.
		2.9	“Contract” shall mean the agreement signed by the Authorised representatives of Odisha Power Transmission Corporation Limited and the Selected Consulting firm covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by Odisha Power Transmission Corporation Limited.
		2.10	“Effective Date of the Contract” shall mean the date of issue of Letter of Award for the consultancy assignment under this contract.
		2.11	“Contract Period” shall be from the date of issue of Letter of Award till the closure of the project i.e. 2017, and extensions, if any.
		2.12	“Person” shall mean and include firms, companies, corporations and associations, bodies of individuals, whether incorporated or not.
		2.13	“Other Terms & Expression” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
03.	Interpretation	3.1	In this Contract unless a contrary intention is evident: (a) the clause headings are for convenient reference only and do not

			<p>form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word imparting a gender includes other gender;</p> <p>(f) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(g) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(h) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p>
04.	Entire Agreement	4.1	The Contract constitutes the entire agreement between the Odisha Power Transmission Corporation Limited and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
05.	Amendment	5.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
06.	Non-waiver	6.1	<p>Subject to GCC Clauses-28 and 29 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
07.	Severability	7.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
08.	Language	8.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the Consultant and the Odisha Power Transmission Corporation Limited shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		8.2	The Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation.
09.	Location	9.2	The Services shall be performed in Bhubaneswar or at such location required by Odisha Power Transmission Corporation Limited.
10.	Effectiveness of Contract	10.1	This Contract shall come into force and effect on the date of the OPTCL's Letter of Award of consultancy assignment.

11.	Authorized Representative s	11.1	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:</p> <p>a) on behalf of the OPTCL byor his designated representative;</p> <p>b) on behalf of the Consultant by or his designated representative.</p>
12.	Relation between the Parties	12.1	<p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Odisha Power Transmission Corporation Limited and the Consultant. The Consultant, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
13.	Notices	13.1	<p>Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term “in writing” means communicated in written form with proof of receipt.</p>
		13.2	<p>Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website:</p> <p>a. For the OPTCL:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p> <p>b. For the Consultants:</p> <p>Attention:</p> <p>Postal Address:.....</p> <p>.....</p> <p>Phone.....</p> <p>Facsimile:.....</p> <p>Email:</p>
		13.3	<p>Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.</p>
		13.4	<p>A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.</p>
		13.5	<p>All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or</p>

			hand delivered with proof of it having been received.
		13.6	If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
14.	Governing Law	14.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect of the tendering process, award of contract and execution of contract.
15.	Settlement of Disputes	15.1	Odisha Power Transmission Corporation Limited and the Consultant shall make every effort to resolve the dispute amicably by direct informal negotiation.
		15.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to CMD, Odisha Power Transmission Corporation Limited who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by CMD, Odisha Power Transmission Corporation Limited, the same shall be governed by the provisions of arbitration and conciliation Act 1996.
16.	Commencement of Services	16.1	The Consultant, shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date").
17.	Delivery	17.1	The Delivery of services relating to implementation of the project shall be in accordance with the milestones specified in the Section- V, Scope of Work and acceptance of the services by Odisha Power Transmission Corporation Limited.
		17.2	The Consultant, in relation to its deliverables, shall provide supporting data or information required by Odisha Power Transmission Corporation Limited within the time schedule mentioned vide Section- V of Scope of Work .
18.	Consultant's Responsibilities	18.1	The Consultant shall provide the services strictly as per the requirement and within the time frame specified in the Scope of Work as per Section-V .
		18.2	The Consultant shall bear all costs involved in the performance of its responsibilities, for the scope of the work as per the contract.
19.	OPTCL's Responsibilities	19.1	Odisha Power Transmission Corporation Limited may provide on Consultant's request, particulars / information / or documentation as available with them that may be required by the Consultant for proper planning and execution of Scope of Work under this contract.
		19.2	Odisha Power Transmission Corporation Limited shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the Consultant.
		19.3	Odisha Power Transmission Corporation Limited shall provide to the Consultant sitting space in the OPTCL's offices at such location as may be mutually decided by the Parties.
20.	Contract Price (Consultancy Fee)	20.1	The Contract Price (Consultancy Fee) shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Consultant for the service provided under the Contract shall not vary from the prices quoted by the Consultant in its bid unless otherwise agreed between the consultant and Odisha Power Transmission Corporation Limited till the completion of the contract.
21.	Terms of Payment	21.1	The Contract Price (Consultancy Fee) shall be paid on submission of invoice in triplicate and in the manner specified in the Scope Of Work (Deliverables, Timelines and Payment Terms) at Section-V . No invoice for extra work will be submitted by the Consultant unless the said extra work has been authorized/approved by Odisha Power Transmission Corporation Limited in

			writing.
		21.2	The Consultant's request for payment shall be made to Odisha Power Transmission Corporation Limited in writing, accompanied by invoices describing Services provided, documents evidencing submission and acceptance of deliverables specified in the Section-V . The Consultant shall submit the invoices in triplicate to Odisha Power Transmission Corporation Limited.
		21.3	Payments shall be made promptly by Odisha Power Transmission Corporation Limited not later than thirty (30) days after submission of an invoice along with supporting documents, subject to Odisha Power Transmission Corporation Limited's acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
		21.4	The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.
		21.5	Payment shall be made by Odisha Power Transmission Corporation Limited as per the price of the Letter of Award. Odisha Power Transmission Corporation Limited may deduct such amounts from the Invoice, which are to be recovered as per the GCC.
22.	Taxes and Duties	22.1	The Consultant and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws except service tax during life of this contract.
		22.2	Payment of taxes/duties shall not be made separately in any case. However, service tax as applicable claimed by the consultant in their invoice shall be reimbursed.
		22.3	OPTCL shall deduct TDS at the appropriate rate as per the existing law.
23.	Performance Security	23.1	The Consultant shall submit a Contract Performance Bank Guarantee for the due performance of the Contract from a scheduled bank en-cashable at Bhubaneswar Branch of the issuing Bank only@10% of the contract price. This shall remain valid for a period of 90 days over and above the contract completion period. The consultant shall submit the CPBG within 28 days from the date of LOA as per the format enclosed.
		23.2	Odisha Power Transmission Corporation Limited shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Consultant commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.
		23.3	The Performance Security shall be denominated in Indian Rupees. In case of extension of the contract period for any reason, the validity period of CPBG will be extended accordingly.
		23.4	The Performance Security shall be discharged by Odisha Power Transmission Corporation Limited and returned to the Consultant not later than twenty-eight (28) days following the date of completion of the Consultant's performance obligations under the Contract including extension thereof.
24.	Confidential Information	24.1	The Consultant and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this study has been made.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of that party; (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

			(c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
25.	Subcontracting	25.1	The Consultant shall not sub-contract any part of its obligations under the Contract. However, consultant firm shall be allowed to hire expert(s) for the purpose of specific project assignment, for which the consultant shall bear all cost for the same.
26.	Service Quality	26.1	OPTCL may reject any Service rendered or any part thereof that fail to conform to the specifications. The Consultant shall take measures necessary to meet the specifications at no cost to OPTCL.
27.	Liquidated Damages	27.1	Except as provided under GCC Clause-29 , if the Consultant fails to perform any or all of the Services within the period specified in the Contract (as per the scope of work- Section-V Deliverables, Timeliness & payment) , Odisha Power Transmission Corporation Limited may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, delivered beyond stipulated delivery schedule for each week or part thereof of delay (in deliverables), up to a maximum of 5% of contract price.
28.	Change in Laws and Regulations	28.1	Unless otherwise specified in the Contract, if after the date of the Submission of Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or there is any change in the place of the business that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly extended or compressed, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract.
29.	Force Majeure	29.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		29.2	Force Majeure shall not include: <ul style="list-style-type: none"> a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
		29.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		29.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		29.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of

			normal conditions as soon as possible.
		29.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		29.7	The decision of the Odisha Power Transmission Corporation Limited with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Consultant.
		29.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		29.9	Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
30.	Extensions of Time	30.1	If at any time during performance of the Contract, the Consultant encounter conditions impeding timely completion of Services as per Section-V (Scope of Work) , the Consultant shall promptly notify Odisha Power Transmission Corporation Limited in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, Odisha Power Transmission Corporation Limited shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
		30.2	Except in case of Force Majeure, as provided under GCC Clause-29 or where the delay in delivery of the services is caused due to any delay or default of the Odisha Power Transmission Corporation Limited, any extension granted under the clause shall not absolve the Consultant from its liability to pay liquidated damages pursuant to GCC Clause- 27.
31.	Suspension	31.1	Odisha Power Transmission Corporation Limited may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding Seven (7) days after receipt by the Consultants of such notice of suspension and shall invoke contract performance guarantee.
32.	Termination	32.1	Termination of Contract for Failure to Become Effective; If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
		32.2	Termination for Default: (a) The Odisha Power Transmission Corporation Limited may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Consultant terminate the Contract in whole or in part: i. if the Consultant fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Odisha Power Transmission Corporation Limited as per scope of work(Section V) ii. if the Consultant commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such

		<p>longer period as the Odisha Power Transmission Corporation Limited in its absolute discretion decide) provided in a notice in this behalf from the Odisha Power Transmission Corporation Limited.</p> <ul style="list-style-type: none"> iii. If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-16 of GCC. iv. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. <p>(b) In the event the Odisha Power Transmission Corporation Limited terminates the Contract in whole or in part, pursuant to GCC Clause30, the Odisha Power Transmission Corporation Limited may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Consultant shall be liable to the Odisha Power Transmission Corporation Limited for any additional costs for such similar Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.</p>
	32.3	<p>Termination for Insolvency:</p> <p>Odisha Power Transmission Corporation Limited may at any time terminate the Contract by giving Notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Odisha Power Transmission Corporation Limited.</p>
	32.3	<p>Termination for Convenience:</p> <p>Odisha Power Transmission Corporation Limited, by Notice sent to the Consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Odisha Power Transmission Corporation Limited’s convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p>
	32.4	<p>Consequences of Termination:</p> <p>Upon Termination of the Contract, the Consultant shall:</p> <ul style="list-style-type: none"> (a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of Odisha Power Transmission Corporation Limited (“Exit Plan”) (b) The or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, Consultant shall prepare alternate plan within two calendar days. If the second plan is also rejected or equivalent authority will provide a plan for Consultant and it should be adhered by in totality.
	32.5	<p>The Consultant and or equivalent authority will sign a completion certificate at the end of successful completion (all points</p>

			tracked to closure) of the Exit Plan.
33.	Cessation of Rights and Obligations	33.1	Upon termination of this Contract pursuant to Clause-32.4 hereof, or upon expiration of this Contract pursuant to Clause-34 hereof, all rights and obligations of the Parties hereunder shall cease, except <ul style="list-style-type: none"> a) Such rights and obligations as may have accrued on the date of termination or expiration, b) The obligation of confidentiality set forth in Clause-24 hereof, c) Any right which a Party may have under the Applicable Law.
34.	Cessation of Services	34.1	Upon termination of this Contract by notice to pursuant to Clause-30 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause-30 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
35.	Payment upon Termination	35.1	Upon termination of this Contract pursuant to Clause-32 hereof, OPTCL shall make the following payments to the Consultant: <ul style="list-style-type: none"> a) Consultancy Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to the Odisha Power Transmission Corporation Limited. b) Except in the case of termination pursuant failure to perform, insolvency of the Consultant, deliberate false submission by the Consultant or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
36.	Assignment	36.1	The Consultant shall not assign to any other party, in whole or in part, their obligations under this Contract.
37.	Disclaimer	37.1	OPTCL reserves the right to share, with any consultant of its choice, any resultant Proposals, in order to secure expert opinion.
		37.2	OPTCL reserves the right to accept or reject any proposal deemed to be in its best interest.
38.	Public Disclosure	38.1	All services/deliverables provided to OPTCL by contractor are subject to Country and Odisha public disclosure laws such as RTI etc.
		38.2	The Consultant's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless OPTCL first gives the Consultant its written consent.
39.	Adherence to rules regulations and restriction	39.1	Consultant shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time.
		39.2	The Consultant shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Consultant's Team shall adhere to all security requirement/regulations of OPTCL during the execution of the work. Odisha Power Transmission Corporation Limited's employee also shall comply with its procedures/policy.
		39.3	The Consultant shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
40.	Fairness and Good Faith	40.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
		40.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the

			interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-16 hereof.
41.	Insurance	41.1	The Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
42.	Conflict of Interest	42.1	The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
		42.2	If the Consultant is found to be involved in a conflict of interest situation with regard to the present assignment, OPTCL may choose to terminate this contract as per Clause-32 of GCC.
43.	Standard of Performance	43.1	The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and Technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to Odisha Power Transmission Corporation Limited.
44.	Expiration of Contract	44.1	Unless terminated earlier pursuant to Clause-32 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.
45.	Conflict among assignments	45.1	Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.
46.	Professional Liability.	46.1	The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the Consultant's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the OPTCL may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the Consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Consultant's liability toward the employer and not with the Consultant's liability toward third parties.
47.	Staff Appointment / Substitution.	47.1	During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the consultant), the Consultant shall propose other staff of at least the same level of qualifications for approval by the Owner.
		47.2	Such appointment/substitution shall be made within a month's time failing which the OPTCL shall either hold up the payment or seek other remedies under the contract.
48.	Changes and additions in	48.1	OPTCL shall have the right to request Consultant in writing to make any

	Consultant's scope of works		changes, modifications, deletions and/or additions to Consultant's scope of works. Consultant shall review such written requests and if such changes and additions would jeopardize fulfillment of any of Consultant's obligations under this contract, Consultant will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OPTCL. Otherwise, Consultant will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OPTCL and the same shall be mutually agreed. Unless Consultant receives written authority from OPTCL on variation in prices and time schedule, Consultant will not be obliged to proceed with any such variation in the scope of works.
49.	Intellectual Property	49.1	OPTCL shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Consultant solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Consultant undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OPTCL and execute all such contracts/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OPTCL. To the extent that Intellectual Property Rights are unable by law to so vest, the Consultant assigns those Intellectual Property Rights to OPTCL on creation.
		49.2	The Consultant shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Consultant shall keep OPTCL indemnified against all costs, expenses and liabilities what so ever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Consultant or its personnel during the course of performance of the Related Services. In case of any infringement by the Consultant, the Consultant shall have sole control of the defense and all related settlement negotiations.
		49.3	Subject to sub-clauses 49.1 to 49.2, the Consultant shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Consultant that existed before the effective date of the contract.
50.	Non-Solicitation of Staff	50.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.

**Section-VIII:
Bidding Forms**

FORM F-1:

RfP Submission Sheet
(to be submitted on Firm's letterhead)

From:

To:

Sir,

**Sub: Appointment of Consultant for State Capital Region Improvement of Power System
(SCRIPS) Project,**

RfP Reference No. _____

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

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

Yours faithfully,

Full name:

Address:

Telephone:

E-mail id:

**FORMF-2:
CVs of Key Personnel
(SI No. 5 Section-VI)**

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: _____ Nationality:
4. Area of Specialisation: _____
5. Date of Birth:
6. Proposed Position in Team:
7. Key /Experience suitable to the proposed assignment:

(Under this heading give outline of staff members' experience in the area of assigned work in projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

8. Education/Training Programmes: (Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained)

9. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title and duration of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

Signature(Concerned employee): _____

Authorised Signatory: _____

Full Name: _____

Address: _____

Date: _____

Note: 1. Certified supporting documents to be enclosed evidencing the above criteria of such personnel mentioned above.

FormF-3:
Project Experience

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

Experience details should be submitted against each of the qualifying requirements as mentioned in Section-IV and Section-VI.

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

Name of Assignment	Name of Client Organisation	Duration of Assignment	Brief description of work	Relevant Proof submitted (Y/N)

Signature: _____

Seal:

FullName: _____

Address: _____

Form F-4:

Company's Financial Information

(to be submitted on Firm's Letter Head)

Kindly provide the following details for the Firm:

1. Name of the Firm:
2. Annual Turnover of the firm during last 5 years from India Operations relating to consultancy business only based on Audited Accounts (duly certified by a Chartered Accountant)

	FY. 2008-09	FY:2009-10	FY. 2010-11	FY:2011-12	FY2012-13
Annual Turnover of the firm (₹. Cr)					

Highest Annual Turnover of the firm in last five FY :₹.Crore.....

Signature of the Chartered Accountant:

Seal

Full Name:

Name of the CA Firm:

Address:

Phone No:

E-mail Id:

Note:

1. Consolidated Audited Annual Reports/Financial Statements for last five financial years have to be provided as proof for consulting firm's turnover.

Form F-5:

NIL/NO DEVIATION SCHEDULE

Bidder's Name & Address

To

Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-751022, Orissa.

Dear Sirs,

Sub: NIL/NO Deviation to the Scope of Works , Deliverables and Services .

We hereby undertake to provide the consultancy work without any deviation to the scope of works , deliverables and services and terms and conditions contained in the RfP.

NIT	RfP Reference	Deviation to the Scope of Works , Deliverables and Services Terms and Conditions contained in the RfP
		NIL/NO DEVIATION

Date:

(Signature of the Bidder)

Place:

(Printed Name)

(Designation)

(Common Seal)

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

(This form shall be duly filled-up, signed by the bidder as a token of acceptance towards the NIL/NO deviation to the scope of works, deliverables and services terms and conditions contained in the RfP)

FormF-6: Acceptance of Important Terms & Conditions

Bidder's Name & Address

To,

Odisha Power Transmission Corporation Limited.
Janpath, Bhubaneswar-751022, Orissa.

Sub.:-----

With reference to your RfP No.----- dated ----- for "Appointment of Consultant for State Capital Region Improvement of Power System (SCRIPS) Project", we hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses of RfP are acceptable to us and we have not taken any deviation to these clauses:

- a) Terms of Payment:
- b) Bid Security (EMD):
- c) Contract Performance Bank Guarantee:
- d) Liquidated Damages for delay in Completion:
- e) Deliverables:
- f) Bid Validity Period:
- g) Price Basis:

We further confirm that any deviation to the above clauses at Sl. No. (a) through (g) found anywhere in our Bid Proposal shall stand unconditionally withdrawn, without any cost implication whatsoever to Odisha Power Transmission Corporation Limited.

Date:

Place:

(Signature)..... (Printed Name).....
 (Designation)..... (Common Seal).....

FORM P-1:

Price Proposal (to be submitted on Firm's Letterhead)

From:

To: _____

Sir,

Appointment of Consultant for State Capital Region Improvement of Power System (SCRIPS) Project, Reference No. _____

I _____ (Bidder) herewith enclose Price Proposal against the subject RfP for Appointment of Consultant for State Capital Region Improvement of Power System (SCRIPS) Project.

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

Yours faithfully,

Signature:

Full Name:

Address:

Phone No:

E-mail Id:

FormP-2: Price Proposal

Sl. No.	Particulars	Price Basis	In Rupees (₹)
A.	Deliverables as per the scope of work:		
1	Power System Master Planning	Lump Sum Price ^a for the deliverables	
2	DPR for the SCRIPS Project	Lump Sum Price ^a for the deliverables	
	Sub Total of A		
B.	Support Services for the tendering process (Pre-Award) for the SCRIPS project as per the following scope. (03 Months Period): <ul style="list-style-type: none"> • Preparation of Bid Documents. • Floating of Tender. • Evaluation of Tender. • Award of the Contract. 	Lump Sum Price ^a for the deliverables	
	Sub Total of B		
C.	Support services during implementation of the Project for 1 st Phase up to 2017: (36 Months period): Note: One technical and one finance key person to be made available throughout the project implementation period to render support services.		
1	Technical Personnel (01 no)	Manpower Cost ^b per month X 36 Months	
2	Financial Personnel(01 no)	Manpower Cost ^b per month X 36 Months	
	Sub Total of C		
D.	Total of A+B+C		
(Rupees in words.....)			

Note:

- a. The quoted Lump sum Price of deliverables shall be FIRM and inclusive of all overhead, out of pocket expenses, travel, boarding, lodging, visits and taxes and duties except Service Tax.
- b. The quoted Monthly Man Power Cost (Technical Personnel-01no and Financial Personnel-01no) shall be FIRM and all inclusive except service tax based on Cost to the Company concept plus reasonable profit.
- c. Price evaluation (QCBS Methodology at section-VI) will be made taking in to account the total price at 'D' above quoted by the Bidder excluding service tax.
- d. OPTCL will not pay and/or reimburse anything over and above the price quoted except service tax.
- e. Service tax as applicable shall be reimbursed against documentary evidence.

Authorized Signatory with Stamp

Section IX: Contract Forms

ANNEXURE- 1

Contract Form

THIS CONTRACT made the _____ day of _____, _____, between _____ of _____ (hereinafter "ODISHA POWER TRANSMISSION CORPORATION LIMITED"), of the one part, and _____ of _____ (hereinafter "the Consultant"), of the other part:

WHEREAS ODISHA POWER TRANSMISSION CORPORATION LIMITED invited bids for Services, viz., _____ and has accepted a Bid by the Consultant for the estimated Contract Value for the sum of ₹. _____ (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
 - i. ITB (As enclosure –I)
 - ii. Scope of Works.(As enclosure –II)
 - iii. General Conditions of Contract. (As enclosure –III)
 - iv. Accepted Techno- Commercial. (As enclosure –IV)
 - v. Accepted Price Proposal. (As enclosure –V)
 - vi. Letter Of Award (LOA). (As enclosure –VI)
 - vii. Contract Performance Bank Guarantee. (As enclosure –VII)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by ODISHA POWER TRANSMISSION CORPORATION LIMITED to the Consultant as indicated in this Contract, the Consultant hereby covenants with ODISHA POWER TRANSMISSION CORPORATION LIMITED to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. ODISHA POWER TRANSMISSION CORPORATION LIMITED hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (Authorised official of the ODISHA POWER TRANSMISSION CORPORATION LIMITED)

Signed by _____ (for the Consultant)

ANNEXURE- 2

**Contract Performance Bank Guarantee
(To be executed on non-judicial stamp paper as per Stamp Act)**

Date:

Contract Name and No. :

To: _____

WHEREAS _____ (hereinafter "the Consultant") has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the assignment for State Capital Region Improvement of Power System (SCRIPS) Project for ODISHA POWER TRANSMISSION CORPORATION LIMITED(hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the afore mentioned Contract that the Consultant shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the consultant a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by Odisha Power Transmission Corporation Limited at any of our branches at Bhubaneswar who will pay the claim amount to Odisha Power Transmission Corporation Limited immediately.***

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from Odisha Power Transmission Corporation Limited, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Guarantor also agrees that Odisha Power Transmission Corporation Limited at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee Odisha Power Transmission Corporation Limited may have in relation to the Bidder's liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of ₹. (_____/ - / Indian Rupees _____ Only) exclusive of interest payable on the amount demanded in the notice till the date of payment to Odisha Power Transmission Corporation Limited and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____.

Notwithstanding anything contained herein above.

i) Our liability under this Bank Guarantee shall not exceed ₹. _____ (Rupees _____) only.

ii) The Bank Guarantee shall be valid up to _____ only.

iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____ (indicate the name of the Bank)

N.B.:

(1) Name of the Consultant:

(2) No. & date of the Letter of Award / Contract:

(3) Amount of the Bank Guarantee :Rs.....

(4) Validity period or date up to which the Contract is valid:

(5) Signature of the Constituent Authority of the Bank with seal:

(6) Name & addresses of the Witnesses with signature:

(7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of
Witness

1. Name & Address _____

2. Name & Address _____

