

ODISHA POWER TRANSMISSION CORPORATION LIMITED



PACKAGE: 30 /2013-14 - “Construction of 132 KV Feeder Bay Extensions in existing 132/33 KV Grid Sub-station at (1) AKHUSINGH,(2) PARALAKHEMUNDI and Conversion of 132 KV S/C Line to 132 KV D.C line on D.C Tower from the existing 132/33 KV S/S at AKHUSINGH to PARALAKHEMUNDI S/S (approximate length is 76.9 Kms) & Associated System ON TURNKEY BASIS”.

BIDDING INSTRUCTIONS (INV & INB)

VOLUME-I

**NOTICE INVITING TENDER-NIT NO. CPC-30 / 2013-14
TENDER SPECIFICATION NO. Sr. G.M-CPC- Tender-Package-30/2013-14(Akhusingh-
Paralakhemundi)**



**ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE SENIOR GENERAL MANAGER,
CENTRAL PROCUREMENT CELL,
JANPATH, BHUBANESWAR – 751022**

e-tender NOTICE NO- CPC-30 /2013-14.

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, Sr.G.M. [C.P.C.] invites sealed bids under single stage two-bid system from competent agencies for Design, Engineering, Supply, Erection, Testing & Commissioning of **Pkg: 30/2013-14** Conversion of 132 KV S/C Line to D.C from existing 132/33 KV substation at **AKHUSINGH to PARALAKHEMUNDI** Substation along with associated System ON TURNKEY BASIS in e- tendering mode only as per the following details.

The bidders can view the tender documents from www.optcl.co.in website free of cost.

- 1) The bidders who want to submit bid shall have to pay the tender cost for each package (As mentioned in TABLE-I, non refundable which is inclusive VAT @ 5%), in the form of Demand draft only, drawn in favour of the D.D.O Head quarters, OPTCL, Bhubaneswar.
- 2) The bidders shall have to submit the non refundable tender processing fee (*mentioned in the tender notice, which is inclusive of service tax@12.36%*) in the form of Demand draft, drawn in favour of **K.S.E.D.C.Ltd, Payable at Bangalore**. The said demand draft is to be submitted along with the EMD & tender cost on or before the last date & time of submission of tender.
- 3) The bidders shall scan the Demand Draft / Bank guarantee, towards **EMD** and **Tender Cost** against each package and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.
- 4) The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/OPTCL by clicking on hyper link Register Me.
- 5) Any clarifications regarding the scope of work and technical features of the project can be had from the undersigned during office hours.

SENIOR GENERAL MANAGER, CPC
email id- sgm.cpc@optcl.co.in

TABLE

SI No	Description	Schedule
1	e-tender Notice No	CPC-30/2013-14
2	Bid Documents No	Sr. G.M-CPC- Tender-Package-30 /2013-14 (Akhusingh-Paralakhemundi).
3	Description of work	Construction of 132 KV Feeder Bay Extensions in existing 132/33 KV Grid Substation at (1) AKHUSINGH,(2) PARALAKHEMUNDI and Conversion of 132 KV S/C Line to 132 KV D.C line on D.C Tower from the existing 132/33 KV S/S at AKHUSINGH to PARALAKHEMUNDI S/S (approximate length is 76.9 Kms) & Associated System ON TURNKEY BASIS
4	Project completion period	12 months
5	Tendered estimated cost in INR	8,38,00,000.00
6	Free view of tender document	31.1.2014 at
7	Cost of Tender document	10500.00
8	On line request for bid document	From 31.1.2014, 11.00 AM
9	Issue of bid document	From 31.1.2014, 11.01 AM Up to
10	Bid security in INR	8,38,000.00
11	Tender processing fee	5618.00
12	Last date and time of receipt of bid.	Up to 4.3.2014, 03.00 PM
13	Opening of Techno-commercial bid (Part-I)	On 6.3.2014, 03.00 PM
14	Pre bid conference	On 12.2.2014



**ODISHA POWER TRANSMISSION CORPORATION LIMITED
JANPATH, BHUBANESWAR-751022, ODISHA, INDIA**

**NOTICE INVITING TENDER-NIT NO. 13 /2013-14
(DOMESTIC COMPETITIVE BIDDING)**

INVITATION FOR BIDS (INV)

ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) BHUBANESWAR proposes for construction of the following project with the state of Odisha on turnkey basis.

PACKAGE: 30 /2013-14 - Construction of 132 KV Feeder Bay Extensions in existing 132/33 KV Grid Sub-station at (1) AKHUSINGH,(2) PARALAKHEMUNDI and Conversion of 132 KV S/C Line to 132 KV D.C line on D.C Tower from the existing 132/33 KV S/S at AKHUSINGH to PARALAKHEMUNDI S/S (approximate length is 76.9 Kms) & Associated System ON TURNKEY BASIS”.

The proposed work is being build, in line with norms, specification and standards prescribed by OPTCL, and to be handed over to OPTCL for operation, ultimate control and maintenance.

1.0 OPTCL invites sealed Bids, in single stage two envelope bidding (Part-I: Techno-commercial Part and Part-II: Price Part) for Design, Engineering, Supply, Erection, Testing & Commissioning of Substation bay extension conversion of 132kV S/C line to D/C line and associated system in the state of Odisha to be executed on **(Lumpsum Turnkey (LSTK) Contract basis)**, from the competent Agencies meeting the **qualifying requirements as stated in Para 5.0 below.**

The execution of the project shall be funded by OPTCL and all eligible payments for the execution of the project under the intended contract shall be made by the OPTCL under suitable contract arrangement with contractor. The ownership of the project shall remain vested with OPTCL.

2.0 BRIEF SCOPE OF WORK:-

PACKAGE: 30 /2013-14(AKHUSINGH-PARALAKHEMUNDI).

i)	Supply excluding power transformers and PLCC (indoor) Equipment (PLCC Panel & RTU)
ii)	Detailed design
iii)	Providing engineering data and drawings, as per specified format, for employer's review, approval and records.
iv)	Complete Manufacturing including Type, Acceptance & Routine testing, as specified.
v)	Packing and transportation from the manufacturer's works to the site including transit insurance & customs clearance/ port clearance (if required), port handling, clearance for imported goods and further loading (if applicable)ö As delivered at site basisö
vi)	Receipt, Unloading, Storage, Insurance and Preservation of Sub station & Transmission Line material & accessories at site.

vii)	<p>Construction of 132 KV Feeder Bay Extensions in existing 132/33 KV Grid Sub-station at (1) AKHUSINGH,(2) PARALAKHEMUNDI. Care should be taken to match with the existing sub-station for aesthetic view. (a) Supply and installation of equipments as per BPS (including all civil works) with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered.(b) Testing and commissioning of bay extension at Sub station & its accessories.(c) Handing over of the completed system to the Owner.</p>
viii)	<p>Conversion of 132 KV S/C Line to 132 KV D.C line on D.C Tower from the existing 132/33 KV S/S at AKHUSINGH to PARALAKHEMUNDI S/S (approximate length is 76.9 Kms). (a) Transmission Line route survey of entire stretch, Settlement of all issues related to right of Way and laying of line (including all civil works if any). (b) Testing and commissioning of Transmission Line & accessories. (c) Handing over of the completed system to the Owner (d) Satisfactory conclusion of the Contract. (e) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station or as directed by the Engg. In charge .</p>

- 3.1 Besides feeder bay extension at substation, there is conversion of S/C line to D/C line is included in the scope of Work.
- 3.2 Reserve Bus / Transfer Bus shall be with single ACSR Moose Conductor.
- 3.3 The aforesaid scope of work is only indicative. The detailed scope is described in the Bidding Documents.(Scope of work, Vol-IIA).
- 3.4 Bidders are requested to visit the site before quoting the bid.
- 3.5 The scope of work is not limiting to the respective bidding proposal sheet (BPS, Price schedule). In Case any work which is not included in the BPS, but required for completion of project, to be decided mutually, considering OPTCL rate contract rates.
- 3.6 The scope of materials/equipments is not limiting to respective BPS. In case any material /equipment is not included, but required for the project, to be decided mutually agreed rates.
- 3.7 Date and time of opening of Price Bids (Part-II) for above packages shall be informed to all the eligible bidders at a later and the same shall be opened in the presence of the representatives of those bidders who choose to attend the Bid Opening.
- 3.8 Bidders are requested to visit the proposed Sites and get familiarized fully with the site conditions & requirement before submitting the bid.
- 3.9 The venue for prebid conference / Price bid opening shall be at OPTCL office; Multi storied Building, 1st Floor, Janpath, Bhubaneswar.
- 3.10 Cost of the bid document is inclusive of 5% VAT.

4.0 BIDDER'S QUALIFICATION CRITERIA (BOC)/ QUALIFYING REQUIREMENTS (QR).

In addition to satisfactory fulfillment of General Qualifying Requirement stipulated in Clause 2.0, Instruction to Bidder, Volume-1, the following minimum qualifying requirement indicated in sub clauses under clause no 5.0 shall also apply.

5.0: PACKAGE-30/2013-14

Para-[A]: 132/33 KV SUB-STATION BAY EXTENSsION WORK:

5.1.1 The Bidder should have Erected(including civil foundation) Tested and Commissioned minimum 02 (Two) nos. of 132 KV or higher voltage class Bays and should have been completed during last 10 (ten) years and should be in successful operation for a minimum period of **One (01) year** reckoned from the date of opening of Techno-Commercial Bids

Para- [B]: 132 KV TRANSMISSION LINE WORK:

5.1.2 The bidder should have completed construction of Transmission line projects of 110 KV or, higher, involving erection of Tower & Foundation, stringing, testing and commissioning with a cumulative line length of not less than **75% (SEVENTY- FIVE PERCENT)** (to be quantified against each package rounded off to the next whole No) indicated against each package and should have been completed during last **10 (ten)** years and should be in successful operation for a minimum period of **One (01) year** reckoned from the date of opening of Techno-Commercial Bids.

5.1.3 The Bidder should have experience in **Hot line stringing work in 132 KV** or higher class with a cumulative line length of not less than **5.0(Five)** Kms and should have been completed during last **10 (ten)** years and should be in successful operation for a minimum period of **One (01) year** reckoned from the date of opening of Techno-Commercial Bids.

5.1.4 In addition to the above Technical QR, the bidder should be a **HT/EHT** electrical contractor having a valid license from the competent licensing authority on the date of submission and opening of the tender.

5.1.5 The Bidder either should have experience for the Piling works in Transmission Line or should have arrangement with an expert firm/contractor, who has adequate experience on piling works in Transmission Line and who can take up the piling work in Transmission as and when required and to that effect the Bidder has to give an undertaking from the firm/contractor along with all relevant document in support of experience and its capacity and capability in execution of piling work in Transmission Line. (Format of undertaking placed at Annexure-XXIV in Vol.-IA of bidding document). (Attach scanned copy of experience certificate and the undertaking in Annexure-XXIV in support of the claim).(Applicable wherever required, ref-BPS).

5.1.6: In addition to the above (5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6) the Bidder should have own tower manufacturing facility or should have access with Transmission line tower manufacturer for supply of tower materials. (Format of undertaking placed at Annexure-XVIII in Vol.-IA of bidding document).(Attach scanned copy of undertaking)

NOTE: Qualifying Requirement relating to work experience to be submitted as per below.

I. If the work executed as main contractor to the principal employer, then a work completion certificate as well as a certificate regarding satisfactory operation of the installation for One (01) year from the date of commissioning should be submitted duly issued by the Principal employer.

II. In case the work executed as sub-contractor to the main contractor of the Principal Employer, then a work completion certificate from the main contractor and a certificate that the same installation have been

in satisfactory operation for more than One (01) year from the date of commissioning should be submitted duly issued by the Principal Employer. However, if the main contractor is a CPSU/SPSU then they can issue both the certificates.

5.2. JOINT VENTURE:

- 1) The bidder, who wishes to be qualified through JV for above, shall associate himself with an agency with whom, the technical qualifying requirements specified above are satisfying jointly, however both the partner should independently satisfy the Technical criteria specified above. In such case the bidder, proposing his associate, shall furnish a joint Deed of Undertaking (Format enclosed as Annexure-XIII, Vol-1A) along with the associates guarantee for quality and timely completion of package and confirming to furnish a performance guarantee to be shared equally amongst the bidder and the associate aggregating to 1% of the package cost. This is in addition to 10% contract performance guarantee to be submitted by the contractor on award of contract.
- 2) Maximum number of Partner in a JV for a Package is limited to two (02) only. There shall be one lead partner and one other partner.

5.3 PERFORMANCE:

The working contractor of OPTCL will be qualified to participate in the tender , provided their performance score rating is as per OPTCL norms & they have not been disqualified to participate in the OPTCL tender on the basis of their performance rating for previous six months reckoning from the date of opening of the tender. **Six monthly periods for performance evaluation is “April-Sept” & “Oct-March”.**

This is also applicable to joint venture (JV) bidder, if any one of the joint venture partner is disqualified to participate in OPTCL tender on the basis of performance rating.

5.4: FINANCIAL CRITERIA

(a) The Minimum average annual turnover (MAAT) of the bidder of best three years out of the last five financial years reckoned on the date of bid opening shall not be less than as specified for the package (ref Table-1) as per the audited financial results. Income other than from project related works shall not be considered for arriving annual turnover.

The bidder has to furnish the audited account certificate from the Chartered Accountant indicating “the above Turnover statement is excluding all income which are other than from project related works”.

(b) The un-utilized line of credit or fund based and non-fund based limits with cash and bank balance including fixed deposits of the bidder as on a date not earlier than 15 days prior to the date of bid opening, duly certified by the Bankers shall not be less than as specified at **Table-I**. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks. In case the bidder’s unutilized line of credit is not fund based and non-fund based limits specified at **Table-1** below is not sufficient, a comfort letter from one of the bankers specified in bidding documents for -CPGö (Annexure XV of Vol.1A) is to be submitted, unequivocally stating that in case the bidder is awarded the contract, the bank would enhance the limits to a level not less than the specified amount, shall be acceptable.

Table-1

Sl. No	Name of Package	MAAT (In INR)	Un-Utilised Credit for Fund based and non-fund based (In INR)
1	PACKAGE-30 /2013-14	4.19 Crore	4.10 Crore

(c) For bidder to qualify in these packages the MAAT requirement shall be as indicated above for MAAT requirement of the package.

(d) Net worth of bidder in the latest financial year, as per the audited financial results shall be positive, reckoned on the last day of the preceding financial year.

(e) In case of a bid submitted by a JV, all the partners shall be required to individually meet the net worth criteria.

(f) Net Worth means the sum total of the paid-up share capital and free reserves. Free means all reserves credited out of profits and share premium account but do not include reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance or Profit & Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves & Surplus.

CONDITIONS FOR JV FOR FULFILLING FINANCIAL CRITERIA OF OR

(g) The bidder may also participate in a joint venture (JV) route provided the partner (s) of the JV meets the following minimum criteria:

(i) The lead partner shall meet, not less than 50 % (Fifty) of the minimum criteria given at Para (a) and (b) of Financial Criteria. (value of respective project tenders shall be as per Table 1).

(ii) The other partner shall meet the criteria of not less than 10 % (Ten) of the criteria as given at Para (a) and (b) of Financial Criteria above. Failure to comply with this requirement will result in rejection of the joint venture's bid.

***Important: Both partners jointly should meet the MAAT requirement.**

****IN ADDITION TO ABOVE, FOLLOWING CRITERIA ARE ALSO TO BE CONSIDERED FOR JV.**

(iii) One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partner of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney and JV agreement signed by legally authorized signatories of both the partners as per Proforma in section Annexure-XII and XIII of condition of contract (Vol.-1A).

(iv) Both the partner shall be required to individually meet the net worth criteria.

(v) Both partners of the joint ventures shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners, having such a provision shall be submitted with the bid. A statement to this effect shall be included in the authorization mentioned above as well as in the Bid form and in the Contract Form.

5.5 BID CAPACITY: The bid capacity of the bidders shall be evaluated by OPTCL based on the information furnished by the bidder as per the format annexed as **FIN No. 1, FIN No. 2 & FIN No. 3** & Declaration in Volume IA (Condition of Contract).

6.0 The Bidder shall furnish following documents/details with the Bid in support of:

6.1 Documentary evidence viz. copy of award letter, certificate of performance in support of satisfactory operation, undertaking from the Tower Manufacture regarding access for

supply of tower materials, work experience certificate for the Piling Works/ undertaking from expert firm/contractor, who can take up the piling works with relevant documents in support of experience and its capacity & capability on execution of Piling works etc in support of meeting the Technical Criteria of ₹QRØ as stipulated at 5.0 above Document submitted should be duly flagged/marked in the offer.(This is applicable if there is involvement of piling work).

- 6.2 All documents evidencing compliance to the Financial Criteria as stipulated above.
- 6.3 Complete annual reports together with Audited statement of accounts of the company **for last 5 years** immediately preceding date of submission of bid.
- 6.4 Detailed information on any litigation or arbitration arising out of the contract completed or under execution by it over the last five years. A consistent history of litigation against the bidder may result in the rejection of Bid.
- 6.5 In case of ₹JVØ the bidder and his partner shall furnish a ₹Joint Deed of Undertaking (Format enclosed as Annexure XIII, Vol.1A).
- 6.6 In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable. (Format placed as Annexure-XI in Vol.1A of Bidding documents).
- 6.7 A certificate from the banker indicating various fund based/non-fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued **not earlier than 15 days** prior to the Techno-commercial bid opening date (Format placed on Annexure XI of Vol.1A of Bid Documents.).
- 6.8 The owner reserves the right not to consider the bid in case anything found contradictory to the above QR.
- 6.9 In addition to above, the bidder is to submit documentary evidence viz. copy of award letter & proof completion in support of similar works executed during last **10 (Ten)years** and satisfactory operation for a minimum of **01(One) Year** as on date of opening of Techno-Commercial Bids.
- 7.0 OPTCL reserves the right to cancel/withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of Odisha Power Transmission Corporation Limited consequently.
- 8.0 All bids must be accompanied by a bid security as specified in the bid documents and must be delivered to the address given below at the date and time given above.
- 9.0 Unsatisfactory performance of a bidder with respect to orders/jobs executed by them in the past in OPTCL/ ODISHA: - If the performance of any bidder is seen not satisfactory with respect to orders/ jobs executed by them in the past Seven years in OPTCL, the bid from such bidder shall not be considered for evaluation. **The decision as to the unsatisfactory performance of a bidder shall be taken by OPTCL and the same shall be final.**

- 10.0** The successful Bidder will be required to furnish a Contract Performance Guarantee for ten (10%) for the package. If JV additional 1% Contract Performance Guarantee by the other partner.
- 11.0** Issuance of Bid Documents to any Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted and opened at the address given below in the presence of bidder's representatives who choose to attend the bid opening.
- 12.0** Bid submitted by any Agency who is on holiday list of OPTCL shall not be considered for opening and further evaluation. Similarly, in case any Bidder is put on holiday list of OPTCL subsequent to submission of Bid during evaluation, then in such an eventuality, Bid of such Bidder shall also not be considered for further evaluation.
- 13.0** Bidder submitting their Bid shall not be under liquidation, court receivership or similar proceeding.
- 14.0** Bidder should ensure submission of complete information/documentation in the first instance itself. Determination of Qualification may be concluded based on the details so furnished without seeking any subsequent additional information.
- 15.0** The bidder shall submit the bid in Electronic Mode only i.e www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice.
- 16.0** All Bids must be accompanied by Tender cost, Tender processing fee & Bid Security for an amount as mentioned in clause 3.0 above along with the Bid. Bid not accompanied by the requisite Bid Security, or accompanied by Bid Security of inadequate value shall not be considered for evaluation.
- 17.0** The interested bidder may follow the instruction indicated in section instruction to bidder(Ref-D:Submission of bid& 24.0, participation in e-tender) and submit the bid in electronic mode in www.tenderwizard.com/OPTCL portal as per the schedule mentioned in clause 3.0 above..
- 18.0** Bids not received by the due date and time shall be rejected and representatives of such Bidders shall not be allowed to attend Bid opening.
- 19.0** OPTCL will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or submission of bids, participating in discussions etc. Including costs and expenses related with visits to the site.
- 20.0** OPTCL shall allow purchase preference to Indian Central Government Public Sector Undertaking / Enterprises, if admissible under the existing policies of Government of India/ GOVT. OF ODISHA.
- 21.0** Bids submitted by Telex/Telefax/Telegraphic/E-mail Bids shall not be accepted.

- 22.0** OPTCL reserves the right to reject any or all Bids at their sole discretion without assigning any reason whatsoever.
- 23.0** Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 24.0** In the event of date specified for bid receipt and opening being declared as a closed holiday for OPTCL office, the due date for submission of bids and opening of bids, will be the day following the specified day(as indicated in tender notice).
- 25.0** Not with standing anything state herein above, OPTCL reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in the overall interest of the owner. OPTCL reserves the right not to consider the bid in case anything is found contradictory to the above QR.

This assessment shall inter-alia include.

- i) Document verification.
- ii) Bidders work/manufacturing facilities
- iii) Manufacturing capacity (if declared), details of work executed, and works in hand, anticipated in future in addition to the works involved in present bid.
- iv) Details of plant and machinery, manufacturing and testing facilities, manpower and financial resources.
- v) Details of quality systems in place.
- vi) Past experience and performance.
- vii) Customer feedback and Bankers feedback.

26.0 Interested bidders may visit www.tenderwizard.com/OPTCL for participating in the tender. For any clarification (if any), they may contact **Sr. General Manager, CPC, 1st Floor ,Multistoried Building, OPTCL, Bhubaneswar**(Phone No.:0674-2541801, Fax No.: 0674-2542964, Email Id sgm.cpc@optcl.co.in).

27.0 Bidders interested to visit the site before participating in the tender, they may contact **Sr. General Manager, TP&C, OPTCL, Bhubaneswar** seeking cooperation.(Phone No.:0674-2546353, Fax No.: 0674-2547261).

28.0 A pre-bid conference shall be held as per the programme mentioned below. The interested bidders may raise the queries if any pertaining to this tender packages, prior to the pre-bid conference, which shall be clarified during the pre-bid conference and to be uploaded in OPTCL website. Queries after the pre-bid conference will not be entertained.

Sl No	Date and time of Pre-bid conference	Venue
1	PACKAGE 30 : 12.2.2014	Conference hall of 1 st Floor , Multistoried Building, Central Procurement cell, OPTCL, Bhubaneswar .

29.0 Price Bid (BPS) & Technical bid for the Package-30(Akhusingh-Paralakhemundi) are uploaded in pdf format under Tender document for free view of the bidders.

Important: Price Bid (BPS) & Technical bid for on line bidding shall be uploaded under bid document after pre-bid discussion.

On line request for bid document are to made by the bidders after up loading **Price Bid (BPS) & Technical bid for on line bidding as per standard procedure.**

29.0 IMPORTANT INSTRUCTION TO BIDDER:

Name of the Package	Bid Validity	Bid Guarantee validity	project completion period
Bid Document No Sr. G.M-CPC- Tender- Package-30/2013-14(Akhusingh-Paralakhemundi)	240 (Two hundred forty) Days from the date of opening of Bid Part-I.	300 (Three Hundred) Days from the date of opening of Bid Part-I.	12 Months.

30.0 Important Note: Bidders are requested to regularly visit website for amendment/errata/corrigendum (if any) and any other information regarding these tenders. Bidders, who are downloading the bid document from website, are requested to inform OPTCL about their company details and address for communication.

VOLUME –I

SECTION -INB

INSTRUCTIONS TO BIDDERS

PACKAGE: 30 /2013-14 - “Construction of 132 KV Feeder Bay Extensions in existing 132/33 KV Grid Sub-station at (1) AKHUSINGH,(2) PARALAKHEMUNDI and Conversion of 132 KV S/C Line to 132 KV D.C line on D.C Tower from the existing 132/33 KV S/S at AKHUSINGH to PARALAKHEMUNDI S/S (approximate length is 76.9 Kms) & Associated System ON TURNKEY BASIS”.

**NOTICE INVITING TENDER-NIT NO. CPC-30 / 2013-14
TENDER SPECIFICATION NO. Sr. G.M-CPC- Tender-Package-30/2013-14(Akhusingh-
Paralakhemundi)**

VOLUME –I
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INSTRUCTION TO BIDDERS
INTRODUCTION

1.0 GENERAL INSTRUCTIONS

- 1.1 The ODISHA POWER TRANSMISSION CORPORATION Limited, invites the e-tenders in respect of Project / Package for Supply, Erection & commissioning, as set-forth in the accompanying Specifications. All bids shall be prepared and submitted in accordance with these instructions.
- 1.2. The works referred herein shall cover the entire scope of the proposal which includes Furnishing and erection of equipment including the successful completion of Performance and Guarantee Tests which the Owner desire to get executed.
- 1.3 This Tender is being issued by Owner, ODISHA Power Transmission Corporation Limited. The award of the contract shall be done by the ODISHA Power Transmission Corporation Limited. In view of this, OPTCL will make payment to the Contractor against this contract. Accordingly, ODISHA Power Transmission Corporation Limited shall not be liable for any consequence arising out of non payment or delayed payment of bills to the contractor.

2.0 QUALIFYING REQUIREMENTS OF BIDDERS

This bidding is open to any manufacturer or erector who provides satisfactory evidence concerning the following that he :

- a) is a qualified manufacturer or erector who regularly manufactures or installs the equipment of the type specified and has adequate technical knowledge and practical experience;
- b) Does not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
- c) has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works (the Bidders should submit copies of their profit and loss account and balance sheet for the last five years);
- a) (i) For Manufacturer :
- has adequate plant and manufacturing capacity available to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the work under this specification) of the Bidder or his principal. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organized by the Bidder for this purpose and which shall meet the Consultant's approval, shall also be furnished;
- (ii) For Erector:
- Has adequate capacity for erection and installation to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the capacities and present commitments (excluding the work under this specification of the bidder or

its principal. If the present commitments are such that may result in inadequacy to undertake the works corresponding to this bid (work under this specification), then the details of the alternative arrangements to be organized by the Bidder for this purpose and which shall meet the Consultant's approval, shall also be furnished.

- b) has adequate field services organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required by the Specifications and Documents; and
- c) has established quality assurance systems and organization designed to achieve high levels of equipment reliability, both during his manufacturing and field installation activities.

2.1.1 Majority publicly owned enterprises domiciled in India may be eligible to qualify if, in Addition to meeting all the qualifying requirements, they also:

- a) are commercially oriented legal entities distinct from the Owner, and are not a government Department;
- b) are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts and return on capital, powers to raise loans and obtain revenues through the sale of goods or services; and
- c) are managerially autonomous.

2.2 Eligible Bidders for JV

2.2.1 A Bidder may be a private entity or a government-owned entity or any combination of such entities in the form of a joint Venture, under an existing agreement or with the intent to enter into such an agreement supported by an Agreement.

In case of a Joint Venture:

- a.) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- b.) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

2.2.2 A Bidder, and all partners of JV constituting the Bidder, shall be majority publicly owned enterprise domiciled in India.

2.2.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one of more parties in this bidding process, if:

- a) they have a controlling partner in common, or
- b) they receive or have received any direct or indirect subsidy from any of them, or
- c) they have the same legal representative for purpose of this bid, or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the employer regarding this bidding process, or

e) a Bidder submit more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firms a subcontractor in more than one bid, or

f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the equipments and installation Services that are the subject of the bid.

g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or the Borrower as Project Manager for the contract.

2.3 In addition, the qualifying requirement stated in the accompanying Invitation to Bid (INV) shall also apply.

2.4 The above stated requirements are a minimum and ODISHA Power Transmission Corporation Limited (OPTCL) reserves the right to request for any additional information and also reserve the right to reject the Proposal of any Bidder, if in the opinion of OPTCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

3.0 COST OF BIDDING

3.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including pre and post-bid discussions, technical and other presentations etc., and OPTCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4.0 CONTENTS OF BIDDING DOCUMENT

4.1 The goods and services required, bidding procedures and contract terms are prescribed in the Bidding Document.

The Bidding Document is a compilation of the following sections:

TENDER NOTIFICATION:-

- a) Tender Notice
- b) Tender notification

COMMON DOCUMENT(Free view):

- a) Volume 6 I :- Invitation to Bid (Section-INV)
Instructions to Bidders (Section INB).
- b) Volume- IA :- Condition of Contract [General Conditions of Contract (Section GCC),
Erection Conditions of Contract (Section ECC) & Special conditions of
contract(Section SCC)].
- c) Volume II :- Technical Specifications , Drawing & GTP

d) Volume IIA :- Scope of work

e) Volume IB : - (i) Bid Proposal Sheet and Price Schedule for Package 30

BID DOCUMENT (To be filled by the Bidder on line in [www.tenderwizard.com/OPTCL portal](http://www.tenderwizard.com/OPTCLportal)):-

Package: 30

a) Techno-commercial bid (Part-I).

b) Price bid (Part-II)

5.0 UNDERSTANDING OF BID DOCUMENTS

5.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid documents or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6.0 CLARIFICATIONS ON BID DOCUMENTS

6.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the Owner. The Owner, then, will issue interpretation(s) and clarification(s) as he may think fit in website. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify the Owner in writing. The Owner will respond in website to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Owner. The Owner's response (including an explanation of the query but without identifying its source) will be up loaded in website for information of all prospective Bidders who have received the Bidding Document.

6.2 Verbal clarification and information given by OPTCL or his employee(s) or his representative(s) shall not in any way be binding on OPTCL.

7.0 AMENDMENT TO BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of bids, OPTCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

7.2 The amendment will be notified in www.tenderwizard.com/OPTCL portal for information of all prospective Bidders OPTCL, will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, OPTCL, may, at its discretion, extend the deadline for the submission of bids by a maximum period of 15 days.

- 7.4 Such amendments, clarifications, etc. shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid. In case amendment is issued subsequent to receipts of Bids, bidder shall follow the instructions issued along with amendment with regard to submission of impact on quoted price/revised price, if any.

C. PREPARATION OF BIDS

8.0 LANGUAGE OF BID

- 8.1 The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and OPTCL, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

9.0 LOCAL CONDITIONS

- 9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. OPTCL shall not entertain any request for clarifications from the Bidders, regarding such local conditions.
- 9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to OPTCL, Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by Consultant, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

10.0 DOCUMENTS COMPRISING THE BID

(A) Hard Copy

Hard copy of the bid shall comprise of following documents to be submitted in sealed envelope prior to submission of bid.

- (i) Bid Security, Tender Cost & Tender processing (in Original) for the package as indicated in tender notification.
- (ii) Power of Attorney in original /notarized copy for signing the bid document.
- (iii) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement, both in original.

(B) Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the www.tenderwizard.com/OPTCL portal as per provisions therein.

As part of First Envelope(TECHNO-COMMERCIAL BID , PART-I).

- (i) The Electronic Form/Template of the bid for First Envelope (Techno óCommercial bid), as available on the portal, shall be duly filled.
- (ii) Attachments óScanned copy of documents in support of meeting the Minimum qualifying requirement of the tender (both technical and financial, files named as 1.pdf to 8.pdf). The details of scanned copy of documents to be uploaded are as below-

Sl No	Description	Pdf file reference
1	Scanned copy of Tender cost, Bid security, Tender processing fee.	Attach 1.pdf
2	Scanned copy of Power of attorney (In case of JV, JV agreement & Power of attorney for signing on behalf of JV should be attached).	Attach 2.pdf
3	Credential in support of meeting Technical QR for substation / transmission line(Clause No 5.0, Minimum Qualifying requirement)[The bidder has to upload scanned copy of work order (comprising of detailed bill of quantity for supply, erection & civil works), commissioning certificate (substation, Line, bay extension work), performance certificate, valid HT license, Piling experience(where required), undertaking /authorization from tower structure manufacturer]	Attach 3A.pdf
4	Credential in support of meeting bid capacity (Clause No 30.0). The bidder has to upload scanned copy of FIN no 1, 2 & 3, (as per OPTCL format) and the undertaking regarding authenticity of declaration as indicated in minimum Qualifying requirement.	Attach 3B.pdf
5	Credential in support of meeting Financial QR against clause No 5.3, 5.3(a), 5.3(b), 5.3(c)(Minimum Qualifying requirement). (The bidder has to upload scanned copy of Audited balance sheet for last 05(five) years, Turn over certificate duly signed by Chartered accountant(as per OPTCL format), Line of credit certificate from the banker)	Attach 3C.Pdf
6	Work Completion Schedule (BAR Chart)	Attach 4.pdf
7	Other documents(Certificate of Incorporation, IT PAN, VAT/ST, PF certificate and any other relevant documents)	Attach 5.pdf
8	Bid proposal duly signed by the authorized signatory.	Attach 6.pdf
9	Un priced schedules ö Blank copy all the schedules 1, 2A,2B, 2C & 3 (as per BPS of Vol-IB) (without price), duly signed and stamped mentioning against each item öQUOTEDö, öNOT QUOTEDö or öNOT APPLICABLEö as the case may be (to be uploaded in portal).	Attach 7.pdf
10	Scanned copy of schedule 4,7,8,9,10,12A, 12B,12C,12D, 12E,12F,12G,,13,14,15,16.(refer Vol-IB)	Attach 8.pdf

As part of Second Envelope (PRICE BID, PART-II)

- (i) Price bid proposal sheet (scanned copy to be uploaded as 9.pdf)
- (ii) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.(Schedule 1), as available on the portal, shall be duly filled.
- (iii) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.(Schedule 2A, 2B,2C for substation and Line and Schedule -3 for mandatory spares), as available on the portal, shall be duly filled.

11.0 SCOPE OF THE PROPOSAL/WORK

- 11.1 The scope of the Proposal/Work shall be on the basis of a single Bidder's responsibility, Completely covering all the equipment and their erection specified under the accompanying Technical Specifications. It will include the following -
- a) Detailed design of the equipment;
 - b) Complete manufacture including Type, Acceptance & Routine testing as specified;

- c) Providing Engineering drawing, data, operational manual, etc. for the ODISHA Power Transmission Corporation Ltd. approval;
- d) Packing and transportation from the manufacturer's works to the site including transit insurance & custom clearance / port clearance (if applicable) as delivered at site basis;
- e) Receipt, Unloading, storage, storage cum erection insurance, preservation and conservation of equipment / materials at the site;
- f) Transmission Line Route survey of entire stretch, settlement of all issues related to right of way and laying of lines (including civil works).
- g) Pre-assembly, if any, erection, testing and commissioning of all the equipment required for construction of Sub-station, residential accommodation and associated transmission lines (including all the civil works) and
- h) Testing and commissioning of Sub-station, transmission Lines and Accessories.
- i) Reliability tests, performance and guarantee tests on completion of commissioning;
- j) Handing over of the completed system to the owner.
- k) Satisfactory conclusion of the contract.

11.2 Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

- a) **Bid Guarantee:** Clause 22.0, Section INB, Volume-I.
- b) **Price Basis and Payments & Price Adjustment:** Clause 13 & 15, Section INB, Bidding Instruction Volume-I.
- c) **Contract Performance Guarantee:** Clause 41.0, Section INB, Bidding Instruction Volume-I.
- d) **Penalty for delay in completion:** Clause 14.0, Section GCC, Conditions of Contract Volume-IA.
- e) **Guarantee:** Clause 15.0, Section GCC, Conditions of Contract Volume-IA.
- f) **Payment:** Clause 34.0, Section GCC & Clause No 8 Section SCC, Conditions of Contract Volume-IA.
- g) **Settlement of Disputes:** Clause No. 47, Section GCC, Conditions of Contract Volume-IA.
- h) **Completion time :** Clause No. 10, Section SCC, Conditions of Contract Volume-IA.
- i) **Solving Right of way-Tree and Plant Compensation:** Clause 35.0, of SCC, Conditions of Contract Volume-IA.

ODISHA Power Transmission Corporation Ltd's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

11.2 Bids not covering the above entire scope of Works shall be treated as incomplete and hence rejected.

11.3 Deviation on other conditions, if unavoidable, should be furnished as per format for Exceptions / Deviations included in the Section titled Bid Proposal Sheet in the Bidding Document (Vol-IB).

OPTCL shall not take cognizance of any deviation stipulated elsewhere in the bid. If no deviations are to be stipulated, then the same shall be confirmed as per Bid Compliance Statement included in the Section titled Bid Proposal Sheet in the Bidding Document. In case Bidder stipulates deviations, and there are sufficient Bids without any deviation. OPTCL shall have the right to reject such Bid at its absolute discretion and without giving any opportunity to such Bidder to make good such deficiency

12.0 BID PRICE-

12.1 The bidder shall quote in the appropriate schedule of Bid Form, lump-sum price for the entire scope of works (covered under the Bidder Document and also the unit rates of the goods, it proposes to supply under the Contract on a base price with price adjustment basis, unless otherwise specified in the Special Conditions of Contract

12.2 The Bidder shall also furnish the price the price break-up in the appropriate schedule of Bid Form to indicate the following:

- i) Ex-works price of the equipment/materials (including tools and tackles etc).
- ii) Charges for inland transportation and insurance for delivery of the equipment/ materials up to their final destinations.
- iii) Lump-sum charges towards unloading, storage, insurance, erection (including insurance during construction period), testing & commissioning.
- iv) Sales Tax and any other statutory levies payable on the transactions between ODISHA Power Transmission Corporation Ltd. and the Bidder.
- v) Any other charges as per the requirement of Special Conditions of Contract/ Technical Specifications.

13.0 PRICE BASIS AND PAYMENTS

13.1 The Bidder shall quoted in their Proposals lump-sum price for the entire scope of works covered under the Technical Specifications as required in the Bid Proposal Sheets (for the purpose of payment only) on a base price plus escalation basis. Bidders quoting a system of pricing other than that specified shall be rejected. The items/equipment/materials/works (referred to as items for the sake of brevity) generally required for completion of the scope of work as per the Technical Specifications (TS), Vol-II & IIA of Bidding Documents, are described and given in Schedules of items and prices (Price Schedules) forming part of Bid Proposal Sheets (BPS), Vol.-IB of Bidding Documents. However, the brief descriptions shall not be construed to limit the scope of work, and the same shall be read in conjunction with corresponding sections of TS including.

13.2 Bidder shall indicate bid prices in Indian Rupees only.

14.0 TAXES AND DUTIES

14.1 All custom duties, excise duties, Sales tax and other statutory levies applicable shall be as per clause no.6 of Special Condition of Contract (Vol.IA).

15.0 PRICE ADJUSTMENT:

15.1 Unless otherwise specified in the accompanying Special Conditions of Contract, the Bidder shall, in his Proposal, quote a base price, which will be subject to price adjustment on account of variations in the cost elements during the period of the Contract. The intent of the price adjustment provisions in the Bidding Documents is to provide reasonable protection to the parties to the Contract, but within the prescribed limits, against fluctuations of the cost of materials, labour etc. during execution of the Contract and resulting in variation in the Contract price.

15.2 The components of the bid price, which are subject to price adjustment provisions and the formulae for such price adjustment, are described in Clause 33.0, Section-GCC and Clause 5.0 of SCC (Vol.-IA).

15.3 The indices of price adjustment shall be clearly named in the Bidder's Proposal in which the ex-factory price of the equipment/material, as has been indicated under Cl 15.3. The indices shall be well established and nationally recognized, preferably only government indices shall be used./ for the India field labour, the index applicable shall be the All India Consumer Price Index for Industrial Workers as published by the Labour Bureau of the Government of India. The Bidder shall enclose with his proposal authenticated copies of the relevant published indices, which reflect the price as of thirty (30) days prior to the date set for opening of bids.

15.4 The Bidder shall not be permitted to change/suggest any modifications in the values of co-efficient or group of co-efficient in the Bid.

15.5 Bids specifying price adjustment provisions other than those specified in these specifications and documents shall be rejected.

However, a bid submitted with fixed price quotation will not be rejected but the price quoted will be treated as base price for the purpose of evaluation and no price variation will be allowed during the currency of the Contract.

15.6 The price adjustment provisions will not be taken into consideration for evaluation.

16.0 TIME SCHEDULE

16.1 The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works.

16.2 ODISHA Power Transmission Corporation Ltd.'s requirement of completion schedule for the works are mentioned in the accompanying Special Condition of Contract.

16.3 The earlier completion schedule with respect to as stated in the Special Conditions of Contract shall not be the factors in consideration/evaluation of the bids. However, for earlier completion, incentive shall be applicable as per SCC.

16.4 OPTCL reserves the right to request for a change in the work schedule during pre-award technical discussions with successful Bidder.

16.5 The successful Bidder will be required to prepare detailed PERT network and finalize the same with ODISHA Power Transmission Corporation Ltd., as per the requirement of Clause 12.0, Section-GCC (Vol.-IA).

16.6 Completion Period of the Project: **12month from the date of issue of NOA.**

17.0 CONTRACT QUALITY ASSURANCE

17.1 The Bidder shall include in his Proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases as detailed in relevant clause of the General Technical Conditions.

17.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the contract will be mutually discussed and agreed to and such agreed programme shall form a part of the contract.

18.0 INSURANCE

The Bidder's insurance liabilities pertaining to the scope of works are detailed out in clauses titled Insurance in General Terms and Conditions of Contract and in Erection Conditions of Contract of this Vol.I Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

19.0(A) MAINTENANCE TOOLS AND TACKLES

The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The Bidder shall indicate all the above items in the proposal sheets in the form of a schedule given therein and the description and the quantity of each item. The lump sum price to be quoted by the Bidder shall include prices of these tools and tackles. These tools and tackles shall be delivered at site along with the last consignment of equipment and in no case earlier than this, unless otherwise specified in the Special Conditions of Contract and/or Technical Specifications, Vol.II.

19.0 (B) SPARE PARTS

In case where it is mandatory for the bidders to quote for certain identified spare parts, the same are included in the accompanying Technical Specifications. In such cases the item wise price break up of such spares on FOR Bidder's works basis (for the purpose of payment only) shall be indicated in the bid. The Bidder shall further indicate item wise price break up on FOR site basis. The prices shall be exclusive of sales tax, excise duty and other levies but inclusive of custom duty, stamp duty and import license fee etc., if any. The prices of such spares shall not be subjected to price adjustment on any account whatsoever, and the same shall be suitably taken into consideration for the purpose of bid evaluation. The above prices shall not be included in the lump sum price, but indicated separately in the schedule.

19.1 The Bidder shall also quote delivery periods for the above spares.

19.2 All spares shall also be warranted to be new and in accordance with the Contract documents and be free from defects in design, material and workmanship for twelve months of operation, normal wear expected, or for a period of 18 months from the date of their receipt at site, whichever is later. In case of failure or non-conformance to specifications, the Contractor shall replace them free of cost of the owner.

20.0 ERECTION TOOLS & TACKLES

The Bidder, under a separate schedule, in his proposal shall include a list of all special equipment, tools and tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. If any such equipment is listed anywhere else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the Bidder's proposed scope of supply.

21.0 **BRAND NAMES**

- 21.1 The specific reference in these specifications and documents to any material/equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable OPTCL, to determine its acceptability. OPTCL, shall be the sole judge on the acceptability or otherwise of such alternative material/equipment.
- 21.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers designated by OPTCL in its Technical Specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, branch name and/or catalogue numbers in its bid, provide that it demonstrates to OPTCL's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specifications.

22.0 **BID GUARANTEE**

- 22.1 The Bidder shall furnish, as part of its bid, bid guarantee for an amount as specified in the tender notice and in accordance to clause No 23.0 of Special Conditions of Contract, Vol-IA. The bid guarantee shall be valid for a period of **300 (Three hundred) days** from the date of opening of bids and shall be furnished prior to last date and time of receipt of bids(Part-I & Part-II).
- 22.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to Clause 22.7. The bid guarantee shall be made payable to **ODISHA Power Transmission Corporation Ltd.** without any condition whatsoever.
- 22.3 The bid guarantee shall be denominated in Indian Rupees only and shall be in one of the following forms:
a) Crossed Bank draft in favour of **ODISHA Power Transmission Corporation Ltd.**, payable at **Bhubaneswar**, from any nationalized or scheduled bank.
b) In irrevocable Bank Guarantee issued by any bank and shall also be invokable at the place of business at -----, Branch of **Bhubaneswar** in the State of Odisha in favour of **ODISHA Power Transmission Corporation Ltd.** [Proforma for the Bank Guarantee is enclosed as Annexure-I to Volume-IA].
- 22.4 Any bid not secured in accordance with paras 22.1 and 22.3 above will be rejected by OPTCL as non-responsive.
- 22.5 Unsuccessful Bidder's bid guarantee will be discharged/returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by OPTCL.
- 22.6 The successful Bidder's bid guarantee will be discharged upon the Bidder's executing the contract and furnishing the Performance Guarantee pursuant to Clause 41.0
- 22.7 The bid guarantee may be forfeited:
- If a Bidder withdraws/modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - In case of the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, or

- c) If a Bidder does not accept the corrections to arithmetical errors identified during evaluation of his bid pursuant to Clause 33.2, Section-INB; or
- d) In case of a successful Bidder, if the Bidder fails to sign the Contract; or
- e) In case of a successful Bidder, if the Bidder fails to furnish the performance guarantee within 30 calendar days after the date of notice of award of contract, or fails to sign the contract agreement in accordance with GCC, the bid guarantee amount will be forfeited by the owner without any notice of proof of damages, etc.

22.8 The bid guarantee, tender cost and tender processing fee shall be submitted prior to submission last date and time of receipt of bids(Part-I & Part-II). Any bid not accompanied by the required bid security in accordance with provisions of this clause will be rejected and shall not be opened.

22.9 No interest shall be payable by OPTCL on the above bid security

22.10 Any Bid not accompanied by a Bid Guarantee as set forth in Clause-22.0, Section INV, Vol-I and herein above shall not be accepted and shall be returned without being opened. Bid security/guaranty exemption shall not be permissible on any account whatsoever may be.

22.11 In case the bid is submitted by a joint venture if specified in the Qualifying Requirement, the Bid Guarantee shall be in the name of the Lead Partner..

23.0 PERIOD OF VALIDITY OF BIDS.

23.1 Bids shall remain valid for **240 (two hundred forty) days** after the date of bid opening prescribed by OPTCL unless otherwise specified in the accompanying Special Conditions of Contract of Contract.. A bid valid for a shorter period will be rejected as non-responsive.

23.2 In exceptional circumstances, OPTCL may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable, telex, FAX or email). The bid security provided under clause 22.0 shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required or permitted to modify its bid.

D. SUBMISSION OF BIDS

24.0 MODE OF SUBMISSION OF BID:-

(i) The bidder shall submit the bid in Electronic Mode only i.e in www.tenderwizard.com/OPTCL portal. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice.

(ii) Bids submitted by telex/telegram will not be accepted..

(iii) The OPTCL reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

25.0 PARTICIPATION IN e-TENDER:-

(i) For all the users it is mandatory to procure the Digital Signatures.

(ii) Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for registration:

25.1: REGISTRATION IN TENDER WIZARD PORTAL	
(a)	log in www.tenderwizard.com/OPTCL . Click "Register", fill the online registration form
(b)	Pay the amount of Rs. 2247/- through DD in Favour of KSEDCL Payable at Bangalore. The contractors /vendors/bidders/supplier who have already registered in e-tendering site of OPTCL, they need not to pay the registration amount KSEDCL again for this tender.
(c)	Send the acknowledgment copy for verification.
(d)	As soon as the verification is being done the e-tender user id will be enabled
25.2: ON LINE REQUEST FOR e-tender DOCUMENTS.	
After viewing Tender Notification in www.tenderwizard.com/OPTCL , if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs(Digital signature certificate). If any Bidder wants to participate in the tender he will have to follow the instructions given below	
(e)	Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system)
(f)	Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
(g)	Go to Start > Programs > Internet Explorer. Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen
(h)	Enter e-tender User Id and Password, click on "Go". Click on "Click here to login" for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id Password
(i)	Click "Un Applied" to view / apply for new tenders
(j)	Click on Request icon for online request. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps
(k)	Click to view the tender documents which are received by the user. Tender document screen appears.
(l)	Click "Click here to download" to download the documents
25.3 ON LINE SUBMISSION OF BID	
(J)	Prior to submission of bid, the bidder has to furnish the tender cost, tender processing fee and EMD BG as specified in the tender notification in an envelope. In the front side of the envelope, tender notice No, tender specification No and date and time of opening of techno-commercial bid(Part-I) should be clearly mentioned.
(m)	After completing all the formalities Bidders will have to submit the tender and they must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not. Note down / take a print of bid control number once it displayed on the screen
(n)	Tender Opening event can be viewed online
(o)	Competitors bid sheets are available in the website for all

*For any e-tendering assistant contact help desk number, 080- 40482000(Bangalore).

**The participants to the tender should be registered under ODISHA Sales Tax, Act, VAT Act/Central sales Tax Act.

26.0 SEALING AND MARKING OF BID:-

26.1 Hard copy of followings[ref- Clause No 10(A) of ITB]:

- (i) Tender cost, Tender processing fee & Bid Security (in Original) in accordance with clause 22.0 of ITB, Section-II in one envelope.
- (ii) Power of Attorney as per Clause 11.3 (b);
- (iii) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement.

26.2 First Envelope[ref- Clause No 10(B) of ITB]:

- (i) The Electronic Form/Template of the bid for First Envelope (Techno óCommercial bid), as available on the portal, shall be duly filled.
- (ii) Attachments óScanned copy of documents in support of meeting the Minimum qualifying requirement of the tender (both technical and financial, files named as 1.pdf to 8.pdf).

26.3 Second Envelope[ref- Clause No 10(C) of ITB]::

- (i) Price bid proposal sheet (scanned copy to be uploaded as 9.pdf)
- (ii) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.(Schedule 1), as available on the portal, shall be duly filled.
- (iii) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.(Schedule 2A, 2B,2C for substation and Line and Schedule -3 for mandatory spares), as available on the portal, shall be duly filled.

26.4 The List of following documents shall be scanned & uploaded on the portal(as the part of First Envelope) as per table given below:

Sl No	Description	Pdf file reference
1	Scanned copy of Bid security.	Attach 1.pdf
2	Scanned copy of Power of attorney (In case of JV, JV agreement & Power of attorney for signing on behalf of JV should be attached).	Attach 2.pdf
3	Credential in support of meeting Technical QR for substation / transmission line(Clause No 5.0, Minimum Qualifying requirement)(The bidder has to upload scanned copy of work order, commissioning certificate, performance certificate, valid HT license, Piling experience(where required), undertaking /authorization from tower structure manufacturer)	Attach 3A.pdf
4	Credential in support of meeting bid capacity (Clause No 30.0). The bidder has to upload scanned copy of FIN no 1, 2 & 3 (as per OPTCL format) and Turn over certificate as indicated in minimum Qualifying requirement.	Attach 3B.pdf
5	Credential in support of meeting Financial QR against clause No 5.3, 5.3(a), 5.3(b), 5.3(c)(Minimum Qualifying requirement). (The bidder has to upload scanned copy of Audited balance sheet for last 05(five) years, Turn over certificate, Line of credit certificate from the banker)	Attach 3C.Pdf
6	Work Completion Schedule (BAR Chart)	Attach 4.pdf
7	Other documents(Certificate of Incorporation, IT PAN, VAT/ST, PF certificate and any other relevant documents)	Attach 5. pdf
8	Bid proposal duly signed by the authorized signatory.	Attach 6.pdf
9	Un priced schedules ó Blank copy all the schedules 1, 2A,2B, 2C & 3 (as per BPS of Vol-IB) (without price), duly signed and stamped mentioning against each item “NOT QUOTED” or “NOT APPLICABLE” as the case may be (to be	Attach 7.pdf

	uploaded in portal).	
10	Scanned copy of schedule 4,7,8,9,10,12A, 12B,12C,12D, 12E,12F,12G,,13,14,15,16.(refer Vol-IB)	Attach 8.pdf

27.0 . DEADLINE FOR SUBMISSION OF BIDS

27.1 Soft copy of the bid shall be uploaded through the portal **www.tenderwizard.com /OPTCL** on or before the submission time and date as stipulated in the bidding document. Tender cost, Tender processing fee, Bid Security(in accordance with clause 22.0 of ITB, Section-II), Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) must be received by the Employer at the address specified under ITB Sub-Clause 29.0 not later than the time and date stated in the tender notification. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded on the next working day as per the time indicated in tender notification.

27.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 7.1,7.2 & for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

28.0 LATE BIDS

28.1 Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.)] shall be returned unopened to the bidder.

Hard copy of the bid security of the bid received by the Employer after the deadline for submission of bid prescribed by the Employer pursuant to ITB Clause 26.0 will be considered as late bid even if the bidder has uploaded the soft part of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to Archive and shall not be considered at all any further.

29.0 MODIFICATION AND WITHDRAWAL OF BIDS:-

29.1 Bidder may modify or withdraw its bids through the relevant provisions on the portal **www.tenderwizard.com/OPTCL** up to due date and time of submission of bid indicated in tender notification.

29.2 The Bidder's modifications shall be done and submitted as follows:
 (i) Modified Electronic form of the bid as per the provision of portal therein.
 (ii) Soft copy of the entire bid if any modification is there.

29.3 Bidder may withdraw its bid through the relevant provisions of portal only.

29.4 No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's bid security, pursuant to ITB Sub-Clause 22.7.

E. BID OPENING AND EVALUATION

30.0 OPENING OF FIRST ENVELOPE [TECHNO-COMMERCIAL PART OF BID]

30.1 The Employer will open the Techno Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 29.0, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the tender notice. The bidders'

representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received up to the the next working day as per the time indicated in tender notification.

30.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first. Bids withdrawn pursuant to ITB Clause 29.0 shall be not be opened.

30.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security and any such other details as the Employer may consider appropriate, will be get declared through the Portal by the Employer. Subsequently, all envelopes marked "Modification" shall be opened. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 28.0. Soft copy of the bids shall be sent to archive unopened. However, opening of bid, whether or not accompanied with the bid security, tender cost and tender processing fee shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section.

30.4 The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present.

30.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/send to archive unopened.

31.0. CLARIFICATION OF BIDS

31.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 11.1 & 11.2 of ITB or Deed of Joint Undertaking, required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

31.2 Techno commercial discussion with Bidder(s) shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussion shall produce authorization from his organization and to attend the discussion and sign the minutes of meeting on behalf of the organization. The authorized representative must be competent and empowered to settle all technical and commercial issues with the exception of price implication wherever applicable.

32.0 EVALUATION OF TECHNO-COMMERCIAL BID

32.1 Prior to detailed Bid evaluation, the OPTCL will determine the substantial responsiveness of each Bid with respect to the Pre Qualification Requirement & Bidding Documents. A substantially responsive Bid is one, which conforms to the terms, condition and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the OPTCL's rights or the Bidder's obligations as envisaged in the Bidding Documents and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Further examination of only such Bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by the OPTCL. OPTCL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

32.2 The complete scope of supplies and work/services has been defined in the Bidding Documents. Only those Bidders who take complete responsibility and who Bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.

32.3 Opening of Price Part of Bid:- Priced commercial part of only those Bidders, whose Bids are considered techno-commercially prima facie responsive shall be opened at a later date (The opening of the price bid shall not be construed that bidder is considered to be finally qualified and Owner(OPTCL) reserve their right to assess capacity and capability as stipulated in INV). **Price part of bids shall be opened in presence of authorized representative of the Bidder(s) who choose to attend the Bid Opening.**

32.4 Evaluation of Price Bid:- The Bid Price quoted by bidder shall be arrived in the following manner.

32.4.1 Arithmetical Correction:

(i) The price of all such items(s) against which bidder has not quoted rates/amount (viz. items left blank or against which -is indicated) in the schedule will be deemed to have been included in other item(s) total quoted bid price.

(ii) The Bidder should ensure that the unit prices furnished in various price schedules is consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the OPTCL shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the respective price schedule. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.

(a) If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.

(b) If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the above correction of errors as above, his bid will be rejected and the amount of Bid Guarantee shall be forfeited.

(iii) For price bid evaluation Entry tax (on supply portion) & Service Tax (on Erection portion) shall not be considered as the same shall be reimbursed by OPTCL.

32.4.2 To arrive at the evaluated prices, loading / adjustment on total quoted prices for the entire scope of supplies/works (including mandatory spares but excluding optional/recommended spares, if any), wherever applicable, shall be done as per following:

i) The prices quoted by the Bidders who have retained the deviations to the terms and conditions, if any, which are otherwise considered acceptable and can be quantified shall be loaded.

ii) The prices quoted by the Bidders who have retained the deviations, if any, which are otherwise considered unacceptable by the Owner and have quoted a "Cost of Withdrawal of Deviation", shall be loaded by the amount quoted towards "Cost of Withdrawal of Deviation".

32.4.3 Optional items shall not be considered for the purpose of arriving at the total cost unless specifically mentioned. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated.

32.4.4 Prices received in soft copies shall be used for Tabulation / Price Bid Comparison. In the event of any discrepancy between prices in soft copy & hard copy, the prices given in hard copy shall govern.

32.4.5 The bidder submit all the details asked for with their bid in Part-I. However, Owner(OPTCL) may give opportunity to the bidders to submit missing details or clarifications within the stipulated time. In case these are not submitted within stipulated time, offer of the bidder will be evaluated based on available details. The same shall be considered, if found adequate or else shall be rejected.

32.4.6 Bids shall be evaluated and compared on the basis of lump sum price for the entire scope of work under the package. The lump sum price shall include.

- (i) FOR destination (site) price of equipment/ materials, including type test and mandatory spares (if any).
- (ii) Charges for erection, which shall include unloading, handling, storage, insurance, erection, testing & commissioning of the complete sub-station, associated transmission line and associated system including civil works.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

32.5 Bid Evaluation Process to be Confidential:- Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence Owner (OPTCL) processing of bidding or award decisions may result in rejection of such Bidder's Bid.

32.6 OPTCL's Right to accept or Reject a Bid:- OPTCL reserves the absolute right to accept or reject any or all the bids or make any change in the terms and conditions of the bid documents, at their sole discretion without assigning any reason whatsoever. OPTCL also reserves the right to accept a Bid other than the lowest and to accept any Bid in whole or part, to annul the bidding process with or without notice or reasons. Such decisions by Owner shall bear no liability whatsoever consequent upon such decision.

32.7 Preference to Central Public Sector Enterprises:- Central/State Public Sector Enterprises shall extended purchase preference as per Government of India & Govt. of Odisha guidelines in force from time to time.

33.0 DEFINITIONS AND MEANINGS

33.1 For the purpose of evaluation and comparison of bids, the following meanings and definitions will apply:-

a)-Bid Price shall mean the base price quoted by each Bidder in his proposal for the complete scope of works.

b)-Differential Price shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's Proposal.

c)-Evaluated Bid Price shall be the summation of Bid Price and Differential Price

33.2 Calculation of Differential Price.

33.2.1 The Differential Price to be added to the Bid Price of each bid during evaluation and comparison shall be derived as under:

Differential Price (DP) = $n_1F_1 + n_2F_2 + \dots + n_nF_n$ where F_1, F_2, \dots, F_n are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications; n_1, n_2, \dots, n_n are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's Proposal. The above factors and corresponding units of parameter differential are brought out in the technical Specifications and/or Special Conditions of Contract.

34.0 **BASIS OF EVALUATION & COMPARISON OF BIDS**

34.1 Bidder has to quote for the complete scope of work for the package as stated in Technical Specification, Volume-II and Technical data Sheet, Vol-IIA. Bids for individual items or incomplete services shall be treated as incomplete and are liable to be rejected.

34.2 The bid evaluation for the package (s) shall be carried out package-wise. However, discount (s) offered, if any, shall also be considered in evaluation.

34.3 Conditional discounts / rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

34.4 Bid stipulating commissioning dates beyond that specified under the Clause 10.0 titled "Work Schedule" in SCC Vol-IA run the risk of rejection.

34.5 Bids shall be evaluated and compared on the basis of lump sum price for the entire scope of work under the package. The lump sum price shall include:-

- (i) FOR destination (site) price of equipment / materials, including type test and mandatory spares (if any)
- (ii) Charges for erection, which shall include unloading handling, storage, insurance, erection, testing & commissioning of the complete transmission line and all associated civil works.

34.6 The OPTCL's evaluation of a bid, in addition to the total price as per Clause 35.5 above, will take into account the applicable taxes, duties and levies payable / reimbursable by the OPTCL to the Contractor as per Clause 6.0 of SCC (Vol-IA), which will be added to bid price as indicated under Clause 35.0, above using pricing information available to the OPTCL. The comparison of bids shall be in the manner indicated in Clause 35.0 and in the Technical Specifications, Volume-II and IIA of Bidding Documents.

34.7 For the purpose of evaluation of transformer and capacitor losses the same shall not be applicable since the equipments are to be supplied by OPTCL.

34.8 The bids shall be compared on the basis of lump-sum prices (i.e. for supply portion and prices for services to be rendered as quoted by the Bidder) for the entire scope of the Proposal as defined in the Bidding Document.

34.9 For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:-

$$W = M + DP + D$$

Where

$$W = \text{Total Comparison Price}$$

M = Bid price in Indian Rupees (Ex-works value of equipment + components of erection cost + mandatory spares, and other components, if any).

DP = Differential price in Indian Rupees calculated according to para 34.2.1 above.

34.10 All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

35.0 CONTACTING THE OWNER (OPTCL)

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by OPTCL to the Bidders. While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, OPTCL, and/or his employees / representatives on matters related to the bids under consideration. OPTCL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

F. AWARD OF CONTRACT

36.0 AWARD CRITERIA

ODISHA Power Transmission Corporation Ltd. will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. OPTCL shall be the sole judge in this regard.

37.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

37.1 OPTCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for OPTCL action.

38.0 NOTIFICATION OF AWARD

38.1 Prior to the expiration of the period of bid validity and extended validity period, if any, ODISHA Power Transmission Corporation Ltd.(OPTCL) will notify the successful Bidder in writing by registered letter or by cable/tele/fax, to be confirmed in writing by registered letter, that its bid has been accepted.

38.2 The notification of award (Proforma attached at Annexure 6XXV) will constitute the formation of the Contract. Within 15 days of receipt of the Notification of Award, the successful Bidder shall

sign and date the same and return it to ODISHA Power Transmission Corporation Ltd. as a token of acceptance of the NOA.

- 38.3** Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to clause 40.0 ODISHA Power Transmission Corporation Ltd. will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to clause 22.0.

39.0 SIGNING OF CONTRACT

39.1 The Bidder will prepare the(a) Contract performance Bank Guarantee and then (b) Contract Agreement (Supply / Erection) as per the proforma (Enclosed as Annexure-II & Annexure-IX to Volume-IA) and the **Contract Agreement shall be signed within 30(thirty) days of Notification of Award.**

40.0 CONTRACT PERFORMANCE GUARANTEE

40.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from any Bank within **30 (thirty) days** from the signing of the contract (**Cl 40.1**) as per **Annexure – XV** to Volume-IA in the form attached as Annexure II to Volume-IA in favour of the ODISHA Power Transmission Corporation Ltd.. The guarantee amount shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid upto 90 days after the end of Guarantee Period. The Guarantee amount shall be payable to Owner without any condition. In case of JV, One percent (1%) of contract price as additional Contract Performance Guarantee shall also be furnished by Other partner from any bank as per Annexure XV to Vol. IA in the form attached as Annexure-II to Volume-IA in favour of Orissa Power Transmission Corporation Ltd.

END OF SECTION – INB
