



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

*(A Government of Odisha Undertaking)*

CIN – U40102OR2004SGC007553

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

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

[E-mail- ehmt.cle.ctc@optcl.co.in](mailto:ehm.cle.ctc@optcl.co.in)

**TENDER SPECIFICATION NO- EHTM/GM/ETCN/01/CTC/2023-24**

**SUPPLY OF PERFORATED GI CABLE TRAYS OF DIFFERENT SIZES FOR SAS  
PROJECT WORK (UNDER PSDF) OF 220/132/33kV GRID SUBSTATION, BIDANASI.**

**PART-I**

**SECTION-I- INSTRUCTION TO TENDERERS**

**SECTION-II- GENERAL TERMS & CONDITIONS OF CONTRACT**

**SECTION-III- SCHEDULE OF QUANTITY**

**SECTION-IV- TECHNICAL SPECIFICATION AND OTHER DATASHEETS.**

**SECTION-V - LIST OF ANNEXURES**

**PART-II**

**PRICE BID & TECHNO COMMERCIAL BID (IN EXCEL FORMAT)**

<b>Request for online tender documents:</b>	<b>From dt: 06.07.2023 (10.30 Hrs)</b>
	<b>To dt: 18.07.2023 (12.30 Hrs)</b>
<b>Issue of online tender documents (bid sheets):</b>	<b>From dt: 06.07.2023 (10:31 Hrs)</b>
	<b>To dt: 18.07.2023 (12:31 Hrs)</b>
<b>Last date of submission of online tender:</b>	<b>Up to dt: 18.07.2023 (17:30 Hrs)</b>
<b>Date of opening of Techno-commercial bid:</b>	<b>On dt: 19.07.2023 (16:30 Hrs Onwards)</b>
<b>Date of opening of Price Bid:</b>	<b>To be intimated after finalization of Techno-commercial bid.</b>

## TELEPHONES / CONTACTS

1. General Manager: 9438907494
2. Technical Section: 9438907174 / 9438908454
3. Office Land Line: 0671-2970226
4. Office Address: OFFICE OF THE GENERAL MANAGER (Elect)  
EHT (O&M) Circle, Cuttack.  
At: - Madhusudan Nagar, P.O: Tulsipur,  
Odisha -753008.  
E-mail - ehtm.cle.ctc@optcl.co.in

### NOTE: -

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



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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751022,

OFFICE OF THE GENERAL MANAGER (Electrical)

EHT (O&M) Circle, Cuttack

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

Tel- 0671-2970226, E-mail-ehm.cle.ctc@optcl.co.in

**E-TENDER NOTICE NO: ETCN/01/CTC/2023-24**

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD General Manager, EHT (O&M) Circle, Cuttack invites Tenders from Reputed manufacturers/ Experienced suppliers/ Authorized Dealers/ Distributors/ OPTCL registered Vendors fulfilling the eligibility criteria of possessing valid I.T. Pan Card/ GST registration & clearance certificates, valid Authorization / Dealership Certificate etc. in two part bidding system for **SUPPLY OF PERFORATED GI CABLE TRAYS OF DIFFERENT SIZES FOR SAS PROJECT WORK (UNDER PSDF) OF 220/132/33kV GRID SUBSTATION, BIDANASI.**

The interested bidders would be required to enroll themselves on the tender portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) and must possess Class 3 Digital Signature Certificate. Complete set of bidding documents are available at [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) from **06.07.2023 (10.31 Hrs) up to 18.07.2023 (12.31 Hrs)**. Interested bidders may visit OPTCL's official web site <http://www.optcl.co.in> and [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) for detail specification.

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

Sd/-

GENERAL MANAGER

EHT (O&M) CIRCLE, CUTTACK



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡି.

ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,

OFFICE OF THE GENERAL MANAGER (Electrical)

EHT (O&M) Circle, Cuttack

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

Tel- 0671-2970226, E-mail-ehm.cle.etc@optcl.co.in

**NOTICE INVITING TENDER**

**E-TENDER NOTICE NO: ETCN/01/CTC/2023-24**

For and on behalf of the **ODISHA POWER TRANSMISSION CORPORATION LTD.**, the undersigned invites bids from recognized, registered, well established and financially sound bidders under **two-part bidding** system in **e-tendering mode** only for “*Supply of perforated GI cable trays of different sizes for SAS Project work (Under PSDF) of 220/132/33kV Grid Substation, Bidanasi*” as per the following details:

<b>II) Tender Specification No:</b>	<b>EHTM/GM/ETCN/01/CTC/2022-23</b>
<b>III) <u>Important dates</u></b>	
<b>Request for online tender documents:</b>	<b>From: dt: 06.07.2023 (10.30 Hrs)</b>
	<b>To: dt: 18.07.2023 (12.30 Hrs)</b>
<b>Issue of online tender documents:</b>	<b>From: dt: 06.07.2023 (10:31 Hrs)</b>
	<b>To: dt: 18.07.2023 (12.31 Hrs)</b>
<b>Last date of submission of online tender:</b>	<b>Up to: dt: 18.07.2023 (17.30 Hrs)</b>
<b>Date of opening of Techno-commercial Bid:</b>	<b>On: dt: 19.07.2023 (16.30 Hrs Onwards)</b>
<b>Date of opening of Price Bid:</b>	<b>To be intimated after finalization of Techno-commercial bid.</b>
<b>IV) Estimated Value of work:</b>	<b>Rs 23,73,393/- (Inclusive of GST @ 18%)</b>
<b>V) Cost of Tender Specification Document:</b>	<b>Rs 7,080/- (Incl. GST@18%)</b>
<b>VI) Earnest Money Deposit:</b>	<b>Rs 23,734/-</b>
<b>VII) Tender Processing Fees:</b>	<b>Rs 2,801/-</b> <b>(Base: Rs 2,373.40 + GST@18%: Rs.427.21)</b>

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

<b><u>Technical Criteria</u></b>		
	<b>Description of Criteria</b>	<b>Required Supporting Document</b>
1.	<p><b>I.</b> The bidding firm should have experience of successfully supplied / manufactured the similar items during the last <b>5 years</b> ending on 31/06/2023. At least 50% of the scheduled quantity of above rated or higher capacity equipment should have been supplied during last 5 years reckoned from the date of opening of bid</p> <p><b>II.</b> Similar nature of work shall mean “<i>Supply of metallurgical materials such as GI products, Hot rolled MS products, High Carbon Steel Products and SS products e.g., Tower Materials, Steel Structures, Nuts &amp; Bolts, Cable Trays, Chequered Plates etc.</i>”</p> <p><b>III.</b> In case of manufacturers, they have to provide certificate for manufacturing experience of minimum 5 (five) years for manufacture of such materials / equipment</p>	<p><b>(A)</b> Copy of supporting purchase order, experience certificates, completion certificate as applicable by the authorized signatory of the organization for which experience certificate is being submitted and duly filled Data sheet as per <b>Form T4.</b></p> <p><b>(B)</b> The bidders shall upload the scanned copy of legibly written user’s certificate to prove the satisfactory operation of the offered equipment / materials for a minimum period of 2 (two) years from the date of commissioning / use.</p>
2.	<p><b>I.</b> In case Bidders are Manufacturers, then they should possess valid Certificate of Registration / Incorporation, Certificate for Commencement of Business (If applicable)</p> <p><b>II.</b> In case Bidders are Odisha based micro, small enterprises (MSME), and start-up enterprises registered under District Industries Centres of Odisha, OSIC and/or NSIC</p> <p><b>III.</b> In case Bidders are Experienced Suppliers/ Authorized Dealers / Distributors/ OPTCL Registered Vendors then they should possess valid Authorization certificate / Dealership Certificate.</p>	<p><b>I. (A)</b> Valid Proof of Certification issued by respective departments of Govt. of India such as Ministry of Corporate Affairs; Registrar of Companies etc.</p> <p><b>(B)</b> The bidder should indicate manufacturing capacity by submitting latest updated certificate of a Chartered Engineer (CE)</p> <p><b>II. (A)</b> Valid UDYAM Registration certificate registered under District Industries Centres of Odisha. The <i>metallurgical materials such as GI products, Hot rolled MS products, High Carbon Steel Products and SS products</i> should be detailed under National Industry Classification Code in the UDYAM registration certificate</p> <p><b>(B)</b> Valid NSIC registration Certificate having the <i>metallurgical materials such as GI products, Hot rolled MS products,</i></p>

		<p><i>High Carbon Steel Products and SS products</i> under “Store Details certificate”.</p> <p><b>III.(A)</b> Valid Authorization / Dealership Certificate from Manufacturer</p> <p><b>(B)</b> The bidder should submit proof regarding capacity of the manufacturing unit such as latest updated certificate of a Chartered Engineer (CE)</p>
3.	Bidder should be registered with the income Tax, Goods and Services Tax	Copies of PAN, GSTIN. The bidder must submit IT Returns of the last 3 (Three) years.
4.	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	<b><u>To be filled in non-judicial stamp paper of worth Rs.50/- and to be Notarized and submitted by the bidder.</u></b>
5.	Bidders not having any legal suit against OPTCL are only eligible for submission of Bids. Participation in the tender by suppression of the above facts shall invite penal action, whenever detected.	Submission of <b><u>notarized undertaking / affidavit of the bidder</u></b> regarding the firm having no legal dispute with OPTCL
<b><u>Financial Criteria</u></b>		
1.	The Bidder must have their own Bank Account	Attested supporting Documents
2.	The Bidder must be a regular IT return Filer.	Duly attested supporting documents such as Copy of IT Returns Acknowledgement.
3.	The Bidder’s <b>Minimum Average Annual financial turnover</b> during the last 3 (Three) consecutive financial years, ending 31/03/2022 shall not be less than 30% of the estimated cost i.e. <b>Rs.7.50 lakhs</b>	<b><u>Duly attested copy from the statutory auditor / chartered accountant</u></b> has to be provided certifying Organizations turn over during last three financial years in <b>Form – T6</b> . Attested audited Balance Sheet & P/L A/C for the last three financial years (2019-20, 2020-21 & 2021-22, 2022-23 (If Audited)) shall be furnished as proof.
4.	The Bidder must provide their Bank Details along with IFS Code, Branch Code, RTGS details	Self-attested supporting Documents.
5.	The Bidder must duly authorize their signatory.	Power of attorney / authorizations must be enclosed along with the tender and duly filled Data sheet as per <b>Form T3</b>
6.	The track record of the bidders should be clean and it should not have any involvement in illegal activities or financial frauds.	Submission of <b><u>notarized undertaking / affidavit</u></b> of the bidder that the track record of the bidder / firm is clean and it does not have any involvement in illegal activities or financial frauds
7.	The bidding firm should not be	Submission of <b><u>notarized undertaking / affidavit</u></b>

having any outstanding dues to be paid to OPTCL.	that the bidder does not have any outstanding dues to be paid to OPTCL
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**N.B: While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet OPTCL’s requirements. Bidders and participants to this tender may consult their own legal advisers in relation to this tender before submission of Tender.**

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

In case of the bidders from Odisha based micro, small enterprises (MSEs), and start-up enterprises registered under District Industries Centres of Odisha, OSIC and/or NSIC, the tender paper shall be provided free of cost, provided the valid MSME UDYAM and NSIC Registration certificate as per “Required Proof of Documents under Technical eligibility criteria 2.II” are submitted, failing which the tender shall be rejected.

**The bidders shall have to submit a non-refundable amount of Rs 2,801/- (Rupees two thousand eight hundred and one only) towards the tender processing fee through e-payment gate way.**

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

The payment acknowledgement slip should be submitted along with the Demand Drafts of the Tender cost at the office of the undersigned on or before the last date & time of submission of tender. The bidders shall scan the Demand Draft towards EMD, Tender paper Cost and acknowledgement slip for tender processing fee and upload the same in the prescribed form in .gif or .jpg format in addition to sending the original as stated above.

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

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

Sd/-

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

**PART-I**  
**SECTION-I**  
**INSTRUCTIONS TO TENDERERS**

<b><u>Clause No</u></b>	<b><u>Title</u></b>	<b><u>Page No</u></b>
1.	Submission of Bids.	
2.	Division of Specification.	
3.	Tenders shall be in two parts.	
4.	Opening of Bids.	
5.	Purchaser's right regarding alteration in Quantities Tendered.	
6.	Procedure and opening time of tenders.	
7.	Bidder's liberty to deviate from specification.	
8.	Eligibility for submission of bids.	
9.	Purchaser's right to accept/reject bids.	
10.	Mode of submission of tenders.	
11.	Earnest Money Deposit	
12.	Validity of the bids.	
13.	Price.	
14.	Revision of Tender Price by Bidders.	
15.	Tenderers to be fully conversant with the clauses of the Specification.	
16.	e-Reverse Auction process	
17.	Documents to accompany Bids	
18.	Conditional Offer.	
19.	General Conditons	
20.	Special Instruction to the Bidders	
21.	Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site	



**PART-I**  
**SECTION-I**  
**INSTRUCTIONS TO TENDERERS**

**1. Submission of Bids: -**

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

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

**1. For all the users it is mandatory to procure the Class 3 Digital Signatures.**

2. Manufacturers/ Dealers/ Bidders / Suppliers are requested to follow the below steps for Registration:

- a. Click “Register”, fill the online registration form.
- b. Pay the amount of **Rs. 2360/-** through **E-payment gateway**.
- c. This registration is valid for one year.
- d. Send the acknowledgment copy for verification.
- e. As soon as the verification is being done the e-tender user id will be enabled.

3. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.

4. If any Bidder wants to participate in the tender, they will have to follow the instructions given below:

- a. Insert the PKI (which consist of your Digital Signature Certificate – Class 3) in your System.  
(Note: Make sure that necessary software of PKI be installed in your system).
- b. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
- c. Go to Start > Programs > Internet Explorer.
- d. Type [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) in the address bar, to access the Login Screen.
- e. Enter e-tender User Id and Password, click on “Go”.
- f. Click on “Click here to login” for selecting the Digital Signature Certificate.
  - Select the Certificate and enter DSC Password.
  - Re-enter the e-Procurement User Id Password

5. To make a request for Tender Document, Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.

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

**2. Division of Specification.**

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

**Part-I Consists of**

- SECTION-I- INSTRUCTION TO TENDERERS.
- SECTION-II- GENERAL TERMS & CONDITIONS OF CONTRACT
- SECTION-III- SCHEDULE OF QUANTITY
- SECTION-IV- TECHNICAL SPECIFICATION AND OTHER DATASHEETS
- SECTION-V- LIST OF ANNEXURES

**Part-II Consists of**

- 1) PRICEBID & TECHNO COMMERCIAL BID (In excel sheet Format)

**3. Tenders shall be in two parts**

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

#### **4. Opening of Bids.**

- a. The tender shall be opened on the date and time fixed by the OPTCL for opening of bids in Electronic mode in presence of such of the Tenderers or their authorized representatives [limited to one person only] on the due date of opening of tender who opt remain present. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed 15 days' time for such activity.
- b. On receipt of technical clarification, the bids shall be reviewed, evaluated and those not in conformity with the technical Specification / qualifying experience, shall be rejected. If any of the technical proposal requires modification to make them comparable, discussion will be held with the participating bidders.
- c. All the responsive bidders shall be given opportunity to submit the revised technical proposals as a follow up to the clarification (modification if any) on the technical proposals. The qualified bidders shall be given opportunity to submit revised proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.
- d. Only the revised technical proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, shall be opened on a date and time which will be intimated to all technically and commercially acceptable Tenderers.
- e. The bidders are required to furnish sufficient information to the Purchaser **to establish their qualification, capacity to manufacture and/or supply the materials/ execute the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.**
- f. ~~The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales services.~~ **The above information shall be considered during scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.**
- g. The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

#### **5. Purchaser's Right Regarding Alteration of Quantities Tendered.**

**The Purchaser may alter the quantities of materials / equipment at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the**

original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods / equipment earlier (In case of 02 bidders: 70:30 ratio and in case of 03 bidders: 50:30:20 ratio).

**6. Procedure and opening time of tenders.**

Tenders will be opened in the office of the GENERAL MANAGER [ELECTRICAL], EHT (O&M) CIRCLE, CUTTACK on the specified date and time in presence of the Tenderers or their authorized representatives [limited to one person only] in case of each bidder who may desire to be present, at the time of opening the bids.

**7. Bidder's Liberty to deviate from Specification.**

The Tenderer may deviate from the specification while quoting, if in his opinion, such deviation is in line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation. **[Read with Clause-10, Section-II of the Specification].**

**8. Eligibility for submission of bids.**

Only those bidders who have deposited the cost of tender specification are eligible to participate in the tender. They should submit the money receipt / transaction statement as a proof of such payment. The local Micro and small Enterprises (MSEs) (In the state of Odisha) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate without payment of the cost of tender specification.

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

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

**10. Mode of submission of Tenders.**

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

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

**11. EARNEST MONEY DEPOSIT**

The Tenders shall be accompanied by Earnest Money deposit of value specified in the notice inviting tenders. Tenders without the required EMD will be rejected out rightly. The earnest money deposit shall be furnished in shape of **Bank Draft** to be drawn in favour of **EHT (O&M) Circle, OPTCL, Cuttack (Payable at Cuttack)**

**The local (In the state of Odisha) Micro and small Enterprises (MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC can participate by submitting Earnest Money Deposit @ fifty percent of the amount indicated in the Notice Inviting Tender.**

NOTE:

- a) No adjustment towards EMD shall be permitted against any outstanding amount with the ODISHA POWER TRANSMISSION CORPORATION LTD
- b) In the case of unsuccessful tenderer, the EMD will be refunded after finalization of the tender. In the case of successful Tenderer, this will be refunded on written request only after award of contract & on submission of security deposit in the form of BG/DD.
- c) Suits, if any, arising out of this clause shall be filed in a Court of law to which the jurisdiction of High Court of ODISHA extends.
- d) EMD will be forfeited if the successful tenderer fails to accept the LOA and/or purchase order issued in his favour or to execute the order, placed on them and also, the tenderer shall be liable for further actions by the OPTCL against it.
- e) Tenders not accompanied by Earnest Money shall be disqualified
- f) EMD not claimed within one year of placement of order shall be forfeited.

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

The tenders should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

**13. PRICE: -**

The bidders are advised to quote their rates as per the price schedule of this specification (to be downloaded separately along with techno-commercial bids from e-tender portal) and shall remain firm inclusive of all taxes & duties etc. within the validity of the tender. No deviation from FIRM PRICE will be entertained irrespective of deviation **Clause No.7** of this part of the specification

**14. Revision of tender price by Bidders: -**

- a) After opening of tenders and within the validity of period, no reduction or enhancement in price will be entertained.
- b) After opening of price bid if the validity period is not sufficient to place purchase order, the tenderer may be asked by the purchaser to extend the validity period of the bid under the same terms and condition as per the original tender.

**15. Tenderers to be fully conversant with the clauses of the Specification:**

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

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

**a. STRATEGY FOR E-REVERSE AUCTION**

- (i) Bidders are required to go through the guide lines given below and submit their acceptance to the same.
- (ii) e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
- (iii) Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted

**b. Procedure for electronic Reverse Auctioning (e-RA)**

- i. The e-RA shall be conducted on [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) only.
- ii. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at **Annexure-13, Section-V**. In non-receipt of the same, vendors will not be allowed to participate in e-RA.
- iii. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.

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

The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.

Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).

However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.

In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).

Rank of bidders would be displayed as per the total cost to OPTCL, i.e. including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.

- iv. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.
- v. Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.
- vi. In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.
- vii. The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction), shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.
- viii. Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.
- ix. At any point during Reverse Auction, bidding price field shall remain enabled for the bidders. The total reverse auction period shall be unlimited and the initial auction period (1stslot) will be of thirty (30) minutes with provision of auto extension by ten (10) minutes from the schedule/extended closing time. If any fresh lower bid is received in last ten minutes of auction period or extended auction period, the auction shall get extended automatically for another 10 minutes. In case there is no Bid received during schedule / extended slot, the Auction shall get closed automatically without further extension.
- x. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.
- xi. After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder.

- xii. Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.
- xiii. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.
- xiv. During Reverse Auction, if no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering.
- xv. Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.
- xvi. OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.
- xvii. OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

#### **17. Documents to Accompany Bids.**

Tenderers are required to submit tenders in the following manner:

- a) Declaration Form as per **Annexure-1** (duly signed) to be uploaded in \*.pdf format.
- b) Earnest Money and Tender cost in form of Demand Draft to be drawn in favour of EHT (O&M) CIRCLE, CUTTACK, payable at Cuttack shall be scanned and uploaded.
- c) Abstract of Terms & conditions in prescribed proforma as per **Annexure-2**. To be keyed in the bid sheets provided.
- d) General Terms & Conditions of contract as per Section-II of the Specification. (All the required documents are to be uploaded)
- e) Data on past experience if any as per the Specification. (Scanned copy to be uploaded).
- f) Proof of Manufacturer, Experienced Supplier, Authorized dealer, Distributor, OPTCL registered Vendors along with GST Registration and Clearance certificate. Permanent account number [PAN] of the firm is required under Income tax Act. (Scanned copy to be uploaded).
- g) **Submission of Notarized Undertaking / Affidavit as per **Annexure-4**** regarding declaration by the bidder towards ineligibility by any authority and blacklisting of the firm by any government department/office.
- h) **Duly attested copy from the statutory auditor / chartered accountant** has to be provided certifying Organizations turnover during last three (3) financial years in **Form – T6**. Attested audited Balance Sheet & P/L A/C for the last three (3) financial years (2019-20, 2020-21 &



2021-22, 2022-23 (If Audited)) shall be furnished as proof for ascertaining Minimum Annual Average Turnover (MAAT).

- i) Power of attorney (if any) / authorizations must be enclosed along with the tender and duly filled Data sheet as **per Form T3**
- j) Self-attested supporting Documents regarding their Bank Details.
- k) **Submission of notarized undertaking of the bidder regarding the firm having no legal dispute with OPTCL.** The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify / declare the same in the unequivocal terms by way of an affidavit duly sworn before a magistrate/notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further the bid / order/ contract shall be liable for **outright rejection/ cancellation** at any stage if any information contrary to the affidavit / declaration is detected.
- l) Detailed information on any litigation or arbitration arising out of contract completed or under execution by it over the last five years. A consistent history of litigation by or against the bidder may result in rejection of bid.
- m) **Submission of notarized undertaking / affidavit of the bidder** that the track record of the bidder / firm is clean and it does not have any involvement in illegal activities or financial frauds.
- n) **Submission of notarized undertaking / affidavit that the bidder** does not have any outstanding dues to be paid to OPTCL.
- o) Duly attested supporting documents such as Copy of IT Returns Acknowledgement
- p) Duly filled Schedule of prices and commercial details in the prescribed proforma provided in \*.xls format of Part-II.
- q) Proof of valid registration as local MSE (In the state of Odisha) (if any).
- r) Any other document if required as per this tender specification is also to be uploaded.

#### **18. Conditional Offer:**

Conditional offer shall not be accepted.

#### **19. General Instruction to the Tenderers : -**

- i) The tenderer must get him registered in tender portal by paying an amount of **Rs. 2360/- through e-payment gate way**. This registration is valid for one year.
- ii) The tender paper cost (Form fee non refundable) for an amount of **Rs 7080/- to be deposited in shape of DD**.
- iii) The tender processing fee for an amount of **Rs 2801/- (Non-refundable)** is to be paid to **KSEDC Limited, Bangalore through e-payment gateway**.

- iv) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the Tenderer.
- v) For evaluation, the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- vi) The price bids of the technically and otherwise acceptable bids shall only be evaluated.
- vii) Tenderer can offer any lot or all the lots of the tender, if there are more than one lots. But the tender (bid) must be furnished separately for each lot.
- viii) Notice inviting tender shall form part of this specification.
- ix) It should be distinctly understood that the price bid and techno-commercial bid shall contain only details / documents relating to price and technical details, as mentioned herein above.
- x) **The Tenderer must submit the EMD amount and the cost of tender document in shape of DD in a sealed cover envelope super scribing the Tender Notice No & Date opening of tender clearly on the envelope cover. The said envelope is to be submitted in the office of the purchaser on or before the last date and time of submission of tender.**
- ~~xi) Bidder should visit the site before quoting rates for tender participation. The estimated quantity is indicative in this tender document for reference. The tenderers are advised to visit the site; assess the quantum of work involvement and make themselves acquainted with the site conditions before submission of tender.~~

## 20. SPECIAL INSTRUCTIONS TO BIDDERS

Please read following instructions carefully before submitting your bid.

- A. All the drawings, i.e. elevation, side view, plan, cross sectional view etc., in AutoCAD format and manuals in PDF format, for offered items shall be submitted. Also, the hard copies as per specification shall be submitted.
- B. The bidder shall submit Quality Assurance Plan (Refer Sl. No 27, Part 1, Section IV) for manufacturing process along with the technical bid.
- C. The bidder must fill up all the point of GTP for offered item/s. Instead of indicating “refer drawing, or as per IS/IEC”, the exact value/s must be filled in.
- D. All the points other than the GTP, which are asked to conform to the technical specifications, must be submitted separately with the bid.
- E. *Please note that the evaluation will be carried out on the strength of content of bid only.*
- F. The bidder shall bring out all the technical deviation/s only at the specified annexure.

G. The bidder should submit proof regarding the manufacturing capacity such as the latest updated certificate of a Chartered Engineer (CE).

**21. Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.**

- a) The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier.
- b) OPTCL inspecting officer, on receipt of offer for inspection from the contractor/supplier, proceeds to the manufacturer works to witness the Type/Acceptance/Routine test.

**Important:**

It is hereby informed to all the bidders that the relevant clauses of the tender specification, pertaining to inspection and testing of equipment/materials, are hereby supplemented with following additional terms and conditions.

The expenses under the following heads, in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor / supplier.

**A. Hotel Accommodation:**

- (i) Single room accommodation in 4 star hotel for the OPTCL inspecting officer of the rank of Assistant General Manager (Grade E-6) and above.
- (ii) Single room accommodation in 3 star hotel for the OPTCL inspecting officer of the rank below Assistant General Manager (Grade E-6).

N.B.: It is the responsibility of the Contractor/supplier/manufacturer to arrange the hotel accommodation matching with their inspection and testing schedule, so that the inspecting officer can check-in the hotel one day prior to the date of inspection and check out after the completion of the inspection, subject to availability of the return travel ticket. In case of extended duration of inspection or non-availability of the return travel ticket, Contractor/supplier/manufacturer shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case there is no hotel with prescribed standard in and around the place of inspection, the contractor/ supplier/ manufacturer shall suggest alternative suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.

**B. Journey of the inspecting officer:**

- (i) To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor/ supplier/ manufacturer. Journey from the Head Quarters of the inspecting officer to the nearest Air Port by train (Ist/Ind A.C) & A/C Taxi then by Air to the place of inspection/testing or to the

nearest place of inspection/testing and then by train (Ist/ IInd A.C) & A/C taxi to the place of inspection/testing shall be arranged by the contractor/supplier/manufacturer.

- (ii) For train journey, inspecting officer of the rank Assistant General Manager and above shall be provided with 1st class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2nd class AC ticket.
- (iii) The Air-ticket / train-ticket booking/ cancellation is the responsibility of the contractor / supplier.
- (iv) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly intimated to OPTCL at the time of their offer for inspection.

**C. Local Conveyance:**

At the place of the inspection/ testing, for local journey of the inspecting officer between hotel and inspection/ testing site and or any other places, Air-conditioned four wheeler vehicle in good condition shall be provided by the contractor/supplier/manufacturer.

**D. Following points are also to be considered:**

- (i) All the above expenses shall be deemed to be included in the bidder's quoted price for that supply item. Bidder shall not be eligible to raise any extra claim in this regard.
- (ii) Contractor/supplier/manufacturer may assume that only in 40% of the inspection and testing offer cases, OPTCL inspecting officer, not below the rank of Assistant General Manager will witness the inspection and testing.
- (iii) Contractor / supplier / manufacturer shall judiciously plan the inspection/testing schedule and place of inspection/testing, so that optimum number of inspection/testing and minimum time shall be required to cover all the equipment/materials of the relevant contract package.
- (v) It shall be the responsibility of the Contractor/ Supplier/ Manufacturer to organize the above tour related matters of OPTCL inspecting officer including the matters related to overseas inspection/testing, if any.

**Sd/-**

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

**SECTION – II.**  
**GENERAL TERMS AND CONDITIONS OF CONTRACT [G.T.C.C.]**

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**PART-I**  
**SECTION-II**

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

**1. Scope of the contract:**

This specification covers the design, manufacture, assembly, inspection, testing, packing and delivery of perforated GI cable trays of different sizes for SAS Project work (Under PSDF) of 220/132/33kV Grid Substation, Bidanasi as per the relevant Indian Standards and the details mentioned in the Technical Specification. The same are required for outdoor utilization in EHT substations. The material offered shall be complete with all components that are necessary for efficient operation. Such parts shall be deemed to be within scope of the supply whether specifically mentioned or not. Fittings shall conform in all respect to the highest standard of engineering, design, and workmanship and shall be capable of performing trouble free continuous operation.

**2 Definition of terms:**

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

- 2.1 “The Purchaser” shall mean the General Manager, EHT (O&M) Circle, Cuttack for and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD., Bhubaneswar.
- 2.2 “The Engineer” shall mean the Engineer appointed by the Purchaser for the purpose of this contract.
- 2.3 “Purchaser’s Representative” shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.
- 2.4 “The supplier” shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder’s executives, administrators, successors and permitted assignees.
- 2.5 “Equipment” shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.
- 2.6 “Contract Price” shall mean the sum named in or calculated the bid.
- 2.7 “General Condition” shall mean these General Terms and Conditions of Contract.
- 2.8 The Specification” shall mean both the technical as well as commercial parts of the specification annexed to or issued with GTCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.

- 2.9 “Month” shall mean “Calendar month”.
- 2.10 Writing” shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.
- 2.11 “FOR Destination costs” shall mean the cost of equipment and material at the consignee’s store/site. The cost is inclusive of GST, packing, forwarding, insurance and freight charges.
- 2.12 The term “Contract document” shall mean and include GTCC, specifications, schedules, drawings and form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.
- 2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the ODISHA General Clauses Act.

**3. MANNER OF EXECUTION:**

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

- 4. SUBMISSION OF SAMPLE: The bidders are requested to submit one sample of perforated GI Cable Tray on or before tender opening date.** The samples of all bidders shall be scrutinized by a sample scrutiny committee to be constituted by the purchaser. If required, the bidder or their authorized representatives may be informed to remain present during scrutiny of samples. The date of sample scrutiny will be intimated to the bidders in due course. Samples shall be evaluated on the basis of the quality of materials as per the technical specifications. The bidders, whose samples are approved by the committee, shall be considered for price comparison. *In no case, the bidders shall be allowed for change of sample.*

**5. INSPECTION & TESTING:**

- (i) The purchaser’s representative shall be entitled at all reasonable times during manufacture to inspect, examine and test at the manufacturer’s premises, the materials and workmanship of all equipment/materials to be supplied under this contract and if part of the said equipment/material is being manufactured in other premises, the supplier shall obtain for the purchaser’s representative permission to inspect, examine and test as if the equipment/ material were being manufactured in the contractor’s premises. Such inspection, examination and testing shall not relieve the supplier from his obligations under the contract.
- (ii) In case of exigencies and on intimation from OPTCL, the supplier / manufacturer / contractor shall facilitate the **Video Conferencing (VC)** between the NABL accredited laboratory/ test facility, representative of the supplier / manufacturer / contractor / and the

OPTCL representatives, wherein the acceptance tests, routine tests or factory acceptance tests (and type test if any) shall be conducted.

- (iii) The Supplier shall give to the purchaser adequate time/notice (at least clear 15 days for inside the state suppliers and 20 days for outside the state suppliers) in writing for inspection of materials indicating the place at which the equipment/material is ready for testing and inspection and shall also furnish the shop Routine Test Certificate, Calibration certificates of Testing instruments, calibrated in Govt. approved laboratory / NABL Accredited Laboratory with authenticity letter of that laboratory along with the offer for inspection. A packing list along with the offer, indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction shall also be furnished.
- (iv) Where the contract provides for test at the Premises of the supplier/ manufacturer/ contractor or any of his sub-vendors, the supplier/ manufacturer/ contractor shall provide such assistance, labour, materials, electricity, fuel and instruments, as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The supplier/ manufacturer/ contractor is required to produce shop routine test Certificate, calibration certificates of Testing Instruments before offering their materials/equipment for inspection & testing. The test house/laboratory where tests are to be carried out must be approved by the Govt / NABL. A letter pertaining to Govt. / NABL approved laboratory must be furnished to the purchaser along with the offer for inspection.
- (v) After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results conform to the specific standard and specification, the Purchaser shall approve the test results and communicate the same to the supplier in writing. The supplier shall provide at least two copies of the test certificates to the Purchaser.
- (vi) The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.
- (vii) If the firm fails to present the offered items for inspection/testing as per their inspection call due to any reason(s) during the visit of inspecting officer at the testing site, the firm shall have to bear all expenses towards repetition of inspection and testing of the total offered quantity or part thereof.

~~6. **DRAWINGS APPROVAL:** Immediately on receipt of the purchase order, an authorized representative of the bidder shall come with necessary drawings for approval of the consignee/ end-user department.~~



7. **REJECTION OF MATERIALS:** In the event any of the equipment / materials supplied by the bidder is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment / material or ask the supplier in writing to rectify or replace the defective equipment / material free of cost to the purchaser. The Supplier on receipt of such notification shall either rectify or replace the defective equipment/material free of cost to the purchaser within 15 days from the date of issue of such notification by the purchaser. If the supplier fails to do so, the Purchaser may: -

- a) At its option replace or rectify such defective equipments/materials and recover the extra costs so involved from the supplier plus fifteen percent and/or.
- b) Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of Performance Guarantee / Composite Bank guarantee.
- c) Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

8. **EXPERIENCE OF BIDDERS:**

The bidders should furnish information regarding experience particularly on the following points:

- (i) Name of the manufacturer:
- (ii) Standing of the firm and experience in supply /manufacture of equipment / material quoted:
- (iii) Description of equipment/ material similar to that quoted, supplied and installed during the last two years with the name(s) of the Organizations to whom supplies were made wherein, **at least one (1) certificate** shall be from a state/central P.S.U.
- (iv) Details as to where installed etc.
- (v) Testing facilities at manufacturer's works.
- (vi) If the manufacturer is having collaboration with another firm [s], details regarding the same.
- (vii) A list of purchase orders of identical material / equipment offered as per technical specification executed during the **last 5 (five) years** along with user's certificate. The bidders shall upload the **scanned copy of legibly written user's certificate** to prove the satisfactory operation of the offered equipment / materials for a **minimum period of 2 (two) years from the date of commissioning / use** and must indicate, user's name, address, designation, place of use. Wherein **at least one (1) certificate** shall be from a State/Central or P.S.U. Bids will not be considered if the past manufacturing

experience is found to be unsatisfactory or is of less than 2 (two) years on the date of opening of the bid and bids not accompanying user's certificate will be rejected.

- (viii) Attested legible Xerox copies of necessary Manufacturer's certificate, Manufacturer's Authorization Certificate, valid authorized dealership certificate, Manufacturer's Price list and technical literature etc. should be furnished along with the tender. **If required, the firms may be requested to produce such original certificates for verification.**
- (ix) In case of manufacturers as bidders, they have to clearly state their experience, resources, engineering capacity. The bidder shall have to provide certificate for **manufacturing experience of minimum 5 years** for manufacturing of the materials / equipment.
- (x) The purchaser reserves the right to waive off the stipulation in respect of experience in case of new firms.
- (xi) **The tender shall be accompanied with dimensional drawing and technical literature, leaflets, manuals if any.**

**9. LANGUAGE AND MEASURES:**

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

**10. DEVIATION FROM SPECIFICATION:**

It is in the interest of the tenderers to study the specification, specified in the tender schedule thoroughly before tendering so that, if any deviations are made by the Tenderers, (both commercial and Technical), the same are to be prominently brought out on a separate sheet under heading "Deviations Commercial" and "Deviations Technical".

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the tenderer has accepted all the conditions, stipulated in the tender specification, notwithstanding any exemptions mentioned therein.

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

The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The purchaser has exclusive **right to alter the quantities of materials/** equipment at the time of placing final purchase order. After placing

of the order, **the purchaser may defer the delivery of the materials.** It may be clearly understood by the Tenderer that the purchaser need not assign any reason for any of the above action [s].

**12. Supplier to inform himself fully:**

The supplier shall examine the instructions to tenderers, general conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

**13. Patent rights Etc.**

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity shall also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.

**14. DELIVERY:**

- a) Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase order, as may be specified in LOI / Purchase order.
- b) **The desired delivery period shall be from 30 (thirty) days of placing purchase order.**

**15. DESPATCH INSTRUCTIONS.**

- a) The equipment / materials should be securely packed and dispatched directly to the specified site at the supplier's risk by Road Transport only after getting dispatch clearance from the purchaser.
- b) **Loading & unloading of Ordered Materials.**  
It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site/store. The Purchaser shall have no responsibility on this account.

**16. SUPPLIER'S DEFAULT LIABILITY**

- (I) The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.
- a) If in the judgement of the Purchaser, the supplier fails to make delivery of equipment/material within the time specified in the contract or within the period for which the extension has been granted by the Purchaser in writing in response to written request of the supplier.
  - b) If in the judgement of the Purchaser, the supplier fails to comply with any of the provisions of this contract.
- (II) In the event, Purchaser terminates the contract in whole or in part the Purchaser reserves the right to procure upon similar terms and conditions, in such a manner as deemed appropriate, in relation to the terminated equipment/ material and the supplier will be liable to the Purchaser for any additional costs for procurement of such similar equipment/material and/or for penalty for delay as defined in **Clause-25** of this section until such reasonable time as may be required for the final supply of equipment.
- (III) In the event the Purchaser does not terminate the contract, supplier shall be liable to the Purchaser for penalty for delay as set out in **Clause-25** of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

**17. FORCE MAJEURE:**

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

**18. EXTENSION OF TIME:-**

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

**19. GUARANTEE PERIOD: -**

- (i) The stores covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 18

[eighteen] months from the last date of delivery or 12 [twelve] months from the date of utilization / commissioning whichever is earlier. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be ~~rectified~~/ replaced by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of **Clause 25 (ii)** shall apply.

- (ii) Equipment/material failed or found defective during the guarantee period shall have to be guaranteed after ~~repair~~/replacement for a further period of 12 months from the date of commissioning or 18 months from the date of receipt at the store/site after such repair/replacement whichever is earlier. The Bank Guarantee is to be extended accordingly. Date of delivery as used in this clause shall mean the date on which the materials are received in OPTCL'S stores/site in full & good condition which are released for Despatch by the purchaser after due inspection.

**20. GST REGISTRATION AND CLEARANCE CERTIFICATE, PAN CARD & AUTHORIZED DEALERSHIP CERTIFICATE:**

Attested legible Xerox copies of Income Tax PAN Card, GST Registration & Clearance Certificate and Authorized Dealership Certificates (if applicable) valid on the date of opening tender and up to the validity of the tender should be submitted along with tenders without which the bid will be rejected at the time of opening. If required, the tenders shall have to produce original documents for verification any time after the opening of tender. Those who fail to produce the same and found not to be valid on the date of opening of the tender, their tenders will be rejected.

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

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

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

- (a) For manufacturers & suppliers situated Inside & outside the state of ODISHA,

A **Composite Bank Guarantee** towards **Performance Security Deposit** for **10% [ten percent]** of the **total landing cost (Taxable Value plus GST thereon)** of the purchase order **(In case of successful bidder who is a local Micro and small Enterprise(MSEs) (In the state of Odisha) registered with respective DICs, Khadi, Village, Cottage & Handicrafts**

Industries, OSIC and NSIC 5% (Five percent)) shall be furnished from any nationalized/scheduled bank having a place of business at Cuttack, drawn in favour of the office of **Deputy General Manager EHT (O&M) Circle, Cuttack** within 15 days from the date of issue of the purchase order. The BG shall be executed on non-judicial stamp paper worth of **Rs.100.00 [Rupees One Hundred]** only or as per the prevalent rules, valid for a period of 2 months more than the Guarantee Period, for scrutiny and acceptance, failing which the supply order will be liable for cancellation without any further written notices. The BG should be accompanied by a confirmation letter from the concerned bank and should have provision for encashment at Cuttack, before the Bank Guarantee is accepted and all concerned intimated. The B.G should be revalidated as and when intimated to you to cover the entire guarantee period.

- (b) No interest is payable on any kind of Bank Guarantee.
- (c) In case of non-fulfillment of contractual obligation, as required in the detailed purchase order/Specification, the composite Bank guarantee shall be forfeited.
- (d) The Bank Guarantee Format is provided at **Annexure-III, Section-V**
- (e) The aforesaid BG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract

#### **24. TERMS OF PAYMENT:**

- a) **100%** taxable value of the consignment / purchase order with 100% Goods & Services Tax in full as applicable (including freight & Insurance charges) will be paid on receipt of materials in good condition at stores / desired site and satisfactory **material verification** thereof and upon submission of bills along with the **material verification and acceptance certificate (MVAC)**. This is subject to furnishing and approval of **Composite Bank Guarantee** at the rate of 10% [Ten percent] of Taxable Value plus GST thereon [In case successful bidder is a local Micro and small Enterprise (MSEs), based in Odisha & registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC, 5% (Five percent)], as stipulated under **Clause-25** of this specification & on prior approval of guarantee certificate & Test certificate by the Purchaser. Tax as applicable shall be deducted from the source.
- b) Any imposition of new tax or revision of tax shall be paid/reimbursed at the time of dispatch, scheduled or actual whichever is lower (i.e. If delivery is within schedule period, tax variation as applicable shall be paid, and if delivery is made beyond schedule date, any additional financial implication due to statutory variation in tax shall be to bidder's account)

- c) The supplier shall furnish contract cum performance Bank Guarantee of appropriate amount to OPTCL as indicated in (i) above, within 30 days from the date of issue of the purchase order.

**25. PRICE REDUCTION SCHEDULE FOR DELAY IN SUPPLY**

- i) If the Supplier fails to deliver the materials/equipment within the delivery schedule, specified in the Purchase Order/Contract including delivery time extension, if any, granted with waiver of Price Reduction Schedule, the Purchaser shall recover from the Supplier, Price Reduction Schedule for a sum of half per cent (0.5 per cent) of the Taxable Value of the undelivered equipment /materials for each calendar week of delay or part thereof. For this purpose, the date of receipted challan shall be reckoned as the date of delivery. The total amount of Price Reduction Schedule shall not exceed **Ten percent (10%)** of the Taxable Value (excluding GST) of the un-delivered equipment/materials. Equipment will be deemed to have been delivered only when all its components, accessories and spares as per technical Specification are also delivered. If certain components, accessories and spares are not delivered in time, the equipment/materials will be considered delayed until such time as the missing components, accessories and spares are delivered.
- ii) If the Supplier fails to ~~rectify~~ / replace the defective equipment / material within 30 days from the date of intimation of the defect, so noticed by the purchaser **within the guarantee period** then the price reduction schedule for sum of half percent (0.5%) of the Total Taxable Value (excluding GST) for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, price reduction schedule shall be reckoned from the 30<sup>th</sup> day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of price reduction schedule in this case shall not exceed **5% (Five Percent)** of the purchase order/ Contract amount except GST (i.e. Total Taxable Value). If the defects so intimated within the guarantee period will not be rectified by the Supplier within the stipulated period then whole of the B.G. will be forfeited by the purchaser, without any intimation to the Supplier.
- iii) OPTCL shall recover the price reduction schedule from the bills of the contractor.
- iv) However, if the price reduction schedule remains un-recovered the same shall be recovered from the Contract Performance Bank guarantee.

**26. INSURANCE**

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

**27. PAYMENT DUE FROM THE SUPPLIER:** All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract(s), executed with OPTCL.

**28. RATING UNDER GOODS AND SERVICES TAX AND BALANCE SHEET AND PROFIT & LOSS ACCOUNT:**

The following documents are to be submitted at the time of Tender Submission:

- a) Compliance rating under Goods and Services Tax of immediately preceding financial year.
- b) Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years to assess the financial soundness of the bidder(s).
- c) GST registration certificate and PAN Card Copy.
- d) Tax holiday/exemption certificate under GST or any other Act.
- e) TDS exemption certificate under the Income Tax Act or any other act.

**29. CERTIFICATE OF EXEMPTION FROM GOODS AND SERVICES TAX.**

Offers with exemption from Goods and Services Tax shall be accompanied with authenticated attested Photostat copy of exemption certificate. Any claim towards Goods and Services Tax shall be paid on actual basis subject to payment of GST by the supplier.

In case of Outward supply details of the supplier of Goods in GSTR-1 do not match with GSTR -2 of OPTCL on GSTN portal, the same will be adjusted through debit/credit advice issued by OPTCL under intimation to the supplier after allowing cooling period of 3 months after the date of supply.

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

**31. EVALUATION OF TECHNICAL PROPOSALS**



- a) In the first stage, the Technical Proposal will be evaluated on the basis of bidder's fulfillment of eligibility criteria. Only those bidders whose Technical Proposals becomes responsive based on the eligibility criteria shall qualify for further detail technical evaluation for awards of marks based on the following Criteria:

Sl. No	Evaluation parameter	Total Marks	Criteria for Award of Mark
1	<b>Turnover (last 3 financial years):</b> Average annual turnover of the last three financial years	20	> 1.88 Lakhs ≤ 3.75 Lakhs: 5 marks > 3.75 Lakhs ≤ 5.63 Lakhs: 10 marks > 5.63 Lakhs ≤ 7.50 Lakhs: 15 marks > 7.50 Lakhs: 20 marks
2	<b>Experience: No. of years of Experience</b> No. of years of experience in execution of similar nature of work (Year of Establishment or Commencement of business)	15	> 2 yrs ≤ 3 yrs: 5 marks > 3 yrs ≤ 5 yrs: 10 marks > 5 yrs: 15 marks
3	<b>Experience:</b> No. of contracts awarded and successfully executed	15	> 1 nos ≤ 3 nos: 5 marks > 3 nos ≤ 5 nos: 10 marks > 5 nos: 15 marks
4	<b>Total Score</b>	50	

- b) Financial proposals shall be opened after the technical evaluation is completed and only those bidders who have scored at least 25 marks or more in technical evaluation shall qualify for the financial bid opening. **In the financial bid, the bidder with the lowest price, after reverse auction, shall be awarded the contract.**
- c) However, in case of cancellation of the reverse bid by OPTCL and two of the bidders quoting the same lowest price, then the firm with the highest marks in the technical bid shall be awarded the contract. However, if two bidders quote the same lowest price and their technical mark also become equal, then in that case the bidder having the higher annual average turnover shall be awarded the contract.

### 32. EVALUATION OF PRICE BIDS:

- I. Evaluation of price bids will be on the basis of the FOR DESTINATION PRICE including Goods and Services Tax & other levies as may be applicable. The FORD PRICE shall consist of the following components:
- Taxable value of equipment/materials including mandatory spares, if any for maintenance of equipment. (At discretion of the purchaser)
  - Good and Services Tax
  - Other levies, if any.
  - Test charges, if any.

- e. ~~Supervision of erection, testing and commissioning charges, if any.~~
- f. Any other items, as deemed proper for evaluation by the purchaser.
- g. ~~Loading will be made for items not quoted by the bidder at the highest rate but quoted by other bidders unless particular item is included in other items.~~
- h. Any imposition of new tax or revision of tax shall be considered between due date of submission of bids and the date of price bid opening.

**II. Weightage shall be given to the Following factors in the Evaluation & Comparison of Bids.**

In comparing bids and in making awards, the Purchaser will consider other factors such as compliance with Specification, minimum qualification criteria, outright rejection of tenders **clause-41** of this tender, relative quality, adaptability of Supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipment earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate shops, plants, equipment and technical organization.

- III.** The local MSEs (In the state of Odisha) bidders shall be required to furnish their willingness to match their bid price with that of the lowest evaluated bidder without any price preference and in case they agree, they shall be eligible to get up to 30% of the tendered quantity to be distributed suitably among the willing MSE bidders failing which the said 30% of the tendered quantity be awarded to the lowest evaluated bidder
- IV.** Order on the firm will be placed on the basis of L1 evaluated price of qualified bidders. However, OPTCL reserves the right to split up the orders among bidders on individual merits of the bidders, if the situation so warrants, in the interest of OPTCL. All the bidders may be required to explain / justify the basis of their quoted rates as and when asked for. In case, any bidder fails to justify his quoted rates or refuses to co-operate in this regard, they will not be considered for participating in the tendering process and will not be allowed to participate in any future tender for a period of (3) three years

**33. VALIDITY.**

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

**34. AWARD CRITERIA:** The LOA/ purchase order will be awarded to the evaluated responsive bidder in order to execute the work for OPTCL.

**35. NOTIFICATION OF AWARD**

- a) Before expiry of the tender validity period or completion of all process of this tender specification, whichever is earlier, OPTCL will notify the name of successful bidder by email

/ fax / post selected by OPTCL, has been accepted, also briefly indicating therein the essential details like description, specification and schedule of quantity and corresponding prices accepted. The successful bidder must furnish to OPTCL the required performance security within 15 (fifteen) days from the date of issue of the Letter of Acceptance (LOA) / Purchase Order, failing which the firm will not be allowed to participate in any future tender for a period of (3) three years. Relevant details about the performance security have been provided under GTCC Clauses.

- b) The Letter of Acceptance (LOA) / Purchase Order shall constitute the beginning of the Contract and the contract period shall commence from this date of notification.
- c) The successful Bidder shall also physically submit original documents/ duly attested Photocopies of all documents at the time of bidding.

**36. MINIMUM QUALIFICATION CRITERIA OF BIDDERS**

All the prospective bidders are requested to note that their bids for tendered equipment can only be considered for evaluation if:

- a) The bidder should have manufacturing / supply experience of above rated or higher capacity equipment during last **5 (Five)** years reckoned from the date of opening of bid.
- b) At least 50% of the tendered quantity of above rated or higher capacity equipment should have been supplied during last **5 (Five)** years reckoned from the date of opening of bid.
- c) The above supplied equipment should have at least **2 (Two)** years successful performance during the above **5 (Five)** years period from the date of opening of bid. At least one of the performance certificates shall be submitted from Govt. of India / State Govt.(s) or their undertakings.
- d) The bidder should have conducted type tests on the tendered equipment in the Government approved laboratory (CPRI/ ERDA) within **10 (Ten)** years from the date of opening of the tender provided no major change has been introduced in basic design / technology / material / mechanical construction / performance / characteristics / manufacturing process of equipment after the date of type test.

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

38. **JURISDICTION:-** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Suit, if any, arising out of this tender/ or contract shall be filed by either party in a Court of Law at Cuttack to which the jurisdiction of High Court of Odisha extends.

39. **NOTICES:**

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

40. **CORRESPONDENCES.**

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

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

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

- **Purchaser:** General Manager (Electrical),  
EHT (O&M) Circle, Cuttack, OPTCL  
At :- Madhusudan Nagar, P.O:- Tulsipur, Cuttack, Odisha  
Pin-7530008  
Telephone No. 0671 - 2970226
- **Supplier:** Address  
Telephone No.  
Fax No.

41. **OUTRIGHT REJECTION OF TENDERS**

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

- a) The tenderer shall submit the bid in electronic mode only and shall submit the cost of tender document and Tender processing fee on or before the date and time of opening of the bid. In case of local Micro and small Enterprises (MSEs) registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC and NSIC participating in the tender they have to **copy of valid registration as local MSE / UDYAM registration certificate** as above on or before the date and time of submission of technical bid.
- b) The Tender shall not be submitted telegraphically or by FAX.

- c) The tender shall not be conditional.
- d) There must not be any violation to the terms & conditions set forth and provided in the tender specification.
- e) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes. Incomplete submission of this schedule will make the tender liable for rejection.
- f) All the necessary excel sheets like techno-commercial bid sheet, price bid sheet etc. attached with the tender should be duly filled up without any empty cells
- g) Tenders shall be accompanied with the **Earnest Money Deposit**.
- h) The Tenderer should quote 'FIRM' price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.
- i) Non submission of all documents as per **Clause No. 17, Instructions to tenderers, Section-I**
- j) Tenders shall be accompanied with clear valid photocopy of GST registration & clearance certificate, PAN card, Authorized Dealership Certificates, Certificate of Incorporation / Registration etc. which must be valid on the date of opening of the tender. All copies of documents and each page of the tender must be signed by the authorized representative of the bidders.
- k) The tenders not accompanied with the required true copies of test certificates, descriptive literature, dimensional drawing catalogues etc..
- l) The tenderer must submit sample of the items quoted along with the tender documents on or before tender opening time for sample scrutiny by the purchaser.
- m) Authorized dealership certificate issued by the manufacturers (In case of authorized dealer), valid on the date of opening of the tender shall be submitted along with the tender.
- n) The Tenders shall be accompanied by a list of major supplies effected prior to the date of opening of tender. **Data of at least 5 (five) years shall be furnished.**
- o) The tenderer shall upload the scanned copy of latest type test certificates (for the tests, carried out on the tendered equipment, being offered). Such type tests should have been conducted within last ten years from the date of opening of this tender in a Government approved laboratory (CPRI / ERDA) in presence of any Government Organisation's representative(s).
- p) The tenderer shall upload the scanned copy legibly written user's certificate to prove the satisfactory operation of the offered equipment/materials for a minimum period of **2 (two) years** from the date of commissioning/use as per the tender specification. User's certificate shall include the detailed address of the user with Equipment/Material, Name

and type as per this specification, number of years of satisfactory use/operation & date of issue of this user's certificate with official seal written in English only & clearly visible must be furnished. At least one of the user's certificates shall be from state or Central Govt. or their Undertakings.

- q) Guaranteed Technical particulars & Abstract of terms and Conditions should be filled in completely.
- r) Detailed information on any litigation or arbitration arising out of contract completed or under execution by it over the last 5 (five) years. A consistent history of litigation by or against the bidder may result in rejection of bid.
- s) The bidder should not have any pending litigation or arbitration with OPTCL with regard to any project or related activity. The bidder should certify/declare the same in unequivocal terms by way of an affidavit duly sworn before a magistrate/notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the affidavit. Further, the bid/order/contract shall liable for outright rejection/cancellation at any stage if any information contrary to the affidavit/declaration is detected.
- t) There must not be any deviation to the delivery schedule as specified in tender specification.
- u) Duly filled and signed Forms as per **List of Annexures, Section V**, such as Abstract of general terms and conditions of contract declaration forms etc.
- v) Tenderers not fulfilling the qualifying criteria as mentioned in ELIGIBILITY FOR SUBMISSION OF BIDS.
- w) The bidders have to unconditionally comply with tender specification.
- x) There must not be any violation to the terms & conditions set forth and provided in the tender specification.

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

**SECTION-III**

**SCHEDULE OF QUANTITY ALONG WITH DELIVERY SCHEDULE**

<i>Sl. No</i>	<i>Description of Material</i>	<i>Unit</i>	<i>Qty</i>
	<b>Supply of Perforated type Hot Dipped GI Cable Trays of different sizes as per specification</b>		
<b>1.</b>	<b>Perforated Cable Tray (Dimensions in MM)</b>		
a)	W x L x H x Thk = 450 x 2500 X 75 x 2	Nos	<b>300</b>
b)	W x L x H x Thk = 300 x 2500 X 75 x 2	Nos	<b>226</b>

**DELIVERY SITE:**

1. **Address:** 220/132/33kV Grid Sub-station, Bidanasi  
Sector 6, C.D.A, PO: Markat Nagar, Cuttack – 753014  
Landmark: In front of Windsor Place
2. **Paying Officer:** DGM (El), EHT (O&M) Division, Cuttack
3. **Consignee:** SDO, 220/132/33kV Grid Sub-station, Bidanasi  
Mobile: 9438907695

**PART-I**  
**(SECTION-IV)**

**TECHNICAL SPECIFICATION FOR SUPPLY OF PERFORATED GI CABLE TRAYS OF  
DIFFERENT SIZES FOR SAS PROJECT WORK (UNDER PSDF) OF 220/132/33KV GRID  
SUBSTATION, BIDANASI**

**1. SCOPE:**

This specification covers the design, manufacture, assembly, inspection, testing, packing and delivery of **perforated GI cable trays of different sizes** as per the relevant Indian Standards and the details mentioned in the Technical Specification. The same are required for outdoor utilization in EHT substations. The material offered shall be complete with all components that are necessary for efficient operation. Such parts shall be deemed to be within scope of the supply whether specifically mentioned or not. The equipment shall conform in all respect to the highest standard of engineering, design, and workmanship and shall be capable of performing trouble free continuous operation

**2. CLIMATIC CONDITIONS:**

The overall climate is moderate hot, humid, tropical, highly polluted and conducive to rust and fungus growth. ~~The equipment shall be given tropical and fungicidal treatment and shall be capable of satisfactory operation under the hot and humid climatic conditions that would prevail at sites.~~ The climatic conditions are prone to wide range of variation in ambient conditions. The materials offered shall be suitable for installation at any of the switchyards and EHT lines of Odisha State.

**3. SYSTEM PARTICULARS:**

3.1 Nominal System Voltage: 415 V

3.2 Highest System Voltage: 457 V

3.4 Lowest System voltage: 374 V

3.4 Number of phases: 3

3.5 System earthing: Effectively earthed.

4. Material: Hot dip Galvanized Iron of SAIL/TATA/JSPL

Zinc: Hindustan Zinc Limited

5. Cable Tray Size:

450mm (Width) x 75mm (height of both side) x 2mm (Thickness)

300mm (Width) x 75mm (height of both side) x 2mm (Thickness)

Standard length of Cable Tray : 2.5 meters

6. Physical: Well fabricated & acceptable surface finish.

7. Tests : The material shall conform to the following tests

a. Chemical composition test as per IS 2062 (2006) Grade A



- b. Mechanical test as per IS 2062
- c. Galvanizing test as per I.S. 6745, 2629, 2633, 4759.
  - i. Uniformity of Zinc
  - ii. Adhesion test
  - iii. Mass of zinc
  - iv. Thickness of Zinc

#### **8. Design and workmanship.**

- a. The perforated cable trays shall be hot dip galvanized according to IS-2629, BS-729-1971 or equivalent standard suitable for indoor/outdoor use having moderate humidity and air pollution.
- b. The zinc coating thickness shall work out by applying a 610 gm of zinc per square meter surface with an approximate thickness of 80 microns.
- c. The zinc coating shall be smooth, clean and uniform thickness and free from defects like ash and dross inclusions, bare patches, black spots, pimples, lumpiness, rust stains, blisters etc.
- d. The galvanizing shall not adversely affect the mechanical properties of the coated material.
- e. All manufacturing process including punching, cutting, bending and welding of perforated cable trays shall be completed and burrs shall be removed before the application of galvanization process is applied.
- f. The joints of two trays shall be butt construction and shall be made with the help of coupler plates by nuts and bolts. The coupler plate and nuts and bolts shall also be properly hot dip galvanized.
- g. The perforated trays shall be free from sharp edges and burns etc. so that joint between two trays shall be without any clearance and matched in proper shape.
- h. Galvanising: All cable trays, tray accessories, etc. shall be hot dip galvanized should the galvanizing of the samples be found defective the entire batch of steel shall be re-galvanized at BIDDER's cost.

#### **9. STANDARDS:**

The equipment shall conform to the latest applicable Indian standard and their amendments. The equipment complying with any authorized international standard will also be considered if it ensures performance equivalent to or superior to Indian standards. In the event of supply of equipment conforming to any internationally recognized standard other than the Indian standards, the salient features of comparison shall be brought out.

Unless otherwise specified it should conform to the latest applicable Indian Standards and in particular to the following:

Sr. No	INDIAN STANDARDS	TITLE
1	IS 4759 – 1996 (Reviewed 2021)	Hot – Dip Zinc Coating on Structural Steel and Other Allied Productivity.
2	IS 2629 - 1985 (Reviewed 2021)	Recommended practice for hot dip galvanizing of iron and steel
3	IS 2633 - 1986 (Reviewed 2021)	Methods for Testing Uniformity of Coating of Zinc Coated Articles
4	IS 1387– 1993 (Reviewed 2019)	General requirements for supply of Metallurgical Materials
5	IS 2062-2011 (Reviewed 2021)	Hot Rolled Medium and High Tensile Structural Steel — Specification
6	IS 10748: 2004 (Reviewed 2021)	Hot - Rolled steel strip for welded tubes and pipes - Specification (Second Revision)
7	IS 13229: 1991 (Reviewed 2019)	Zinc for galvanizing - Specification
8	IS 209: 1992 (Reviewed 2023)	Zinc ingot - Specification (Fourth Revision)
9	IS 6159: 1998 Reviewed In: 2021	Recommended practice for design and fabrication of iron and steel products prior to galvanizing and metal spraying (Second Revision)
10	IS 6745: 1972 Reviewed In: 2021	Methods for determination of mass of zinc coating on zinc coated iron and steel articles

## 10. TESTING

Manufacturer shall perform chemical composition & Mechanical test on random samples of raw materials i.e M. S sheet/coil.

### a) Routine tests:

- i) Visual inspection, dimension checks & verification of bill of material as per approved drawing.
- ii) The manufacturer shall perform test for galvanising to ensure that the materials & workmanship to the relevant standards.
- iii) Zinc coating thickness test
- iv) Copper sulphate test (uniformity test).
- v) Stripping tests

### b) Type test: -

*The following Deflection test shall be performed.*

One piece of straight section of each type of cable tray shall be simply supported at the two ends. A uniformly distribution load of 120 Kg. per metre shall be applied along the length of the tray. The maximum deflection at the mid tray shall not exceed 7 mm.

## **11. QUALITY ASSURANCE PLAN**

The bidder shall invariably furnish following information as per along with his offer, failing which his offer shall be rejected.

- a) Statement giving list of important raw materials, proposed to be used in the manufacture of the accessories against this specification, names of sub suppliers for the raw materials, list of standards according to which the raw materials are tested.
- b) List of tests normally carried out on raw materials in presence of supplier's representative as routine and/or acceptance during production and on finished goods, copies of test certificates.
- c) Information and copies of test certificates as in (i) above in respect of bought out accessories.
- d) List of manufacturing facilities available.
- e) Level of automation achieved and list of areas where manual processing exists.
- f) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such tests and inspections.
- g) List of testing equipment available with the supplier for final testing of perforated GI Cable Tray as specified. In the case if the supplier does not possess all the routine and acceptance testing facilities the tender will be rejected.
- ~~h) Special features provided to make it maintenance free.~~
- i) The supplier shall within 30 days of placement of order, submit following information to the purchaser.
  - List of raw material as well as bought out accessories and the names of sub-suppliers.
  - Type test certificates of the raw material and both bought out accessories.
- j) The purchaser reserves the right for factory inspection to verify the facts quoted in the offer. If any of the facts are found to be misleading or incorrect the offer of that supplier will be out rightly rejected and they may be black listed.

## **12. DOCUMENTATION**

All drawings shall conform to relevant standards. All drawings shall be in Auto Cad format. All dimensions and data shall be in S.I. Units.

List of Drawings and Documents

The Bidder shall furnish one set sets of following drawings /documents along with their offer.

- a) General outline
- b) Name plate.
- c) Schematic drawing.
- d) Test reports, literature, pamphlets of the bought-out items and raw material.

~~The supplier shall within 1 week of placement of order submit 2 sets of final versions of all the above said drawings for Purchaser's approval. The purchaser shall communicate his comments / approval on the drawings to the supplier. The supplier shall, if necessary, modify the drawings and resubmit four copies of the modified drawings for Purchaser's approval within 1 week from the date of comments. After receipt of approval the supplier shall within 1 week submit 2 prints of the approved drawings for purchaser's use.~~

2 (Two) sets of the type test reports (if any), duly approved by the Purchaser shall be submitted by the supplier before commencement of supply.

2 (Two) of acceptance and routine test certificates, duly approved by the Purchaser shall accompany the dispatched consignment.

~~The manufacturing of the equipment shall be strictly in accordance with the approved drawings and no deviation shall be permitted without the written approval of the purchaser. All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawing shall be at the supplier risk.~~

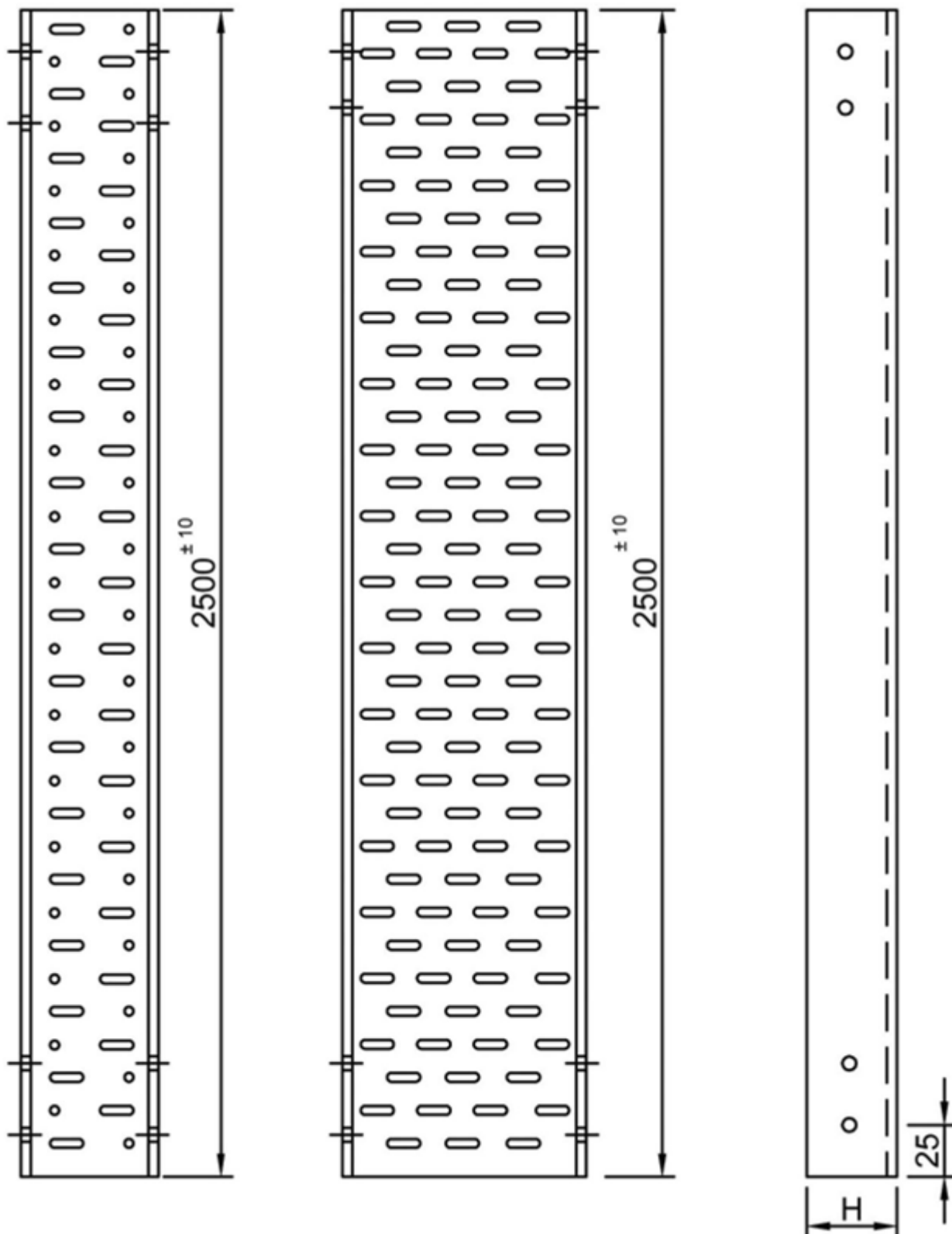
**13. PACKING AND FORWARDING.** The equipment shall be packed in crates suitable for vertical / horizontal transport, as the case may be and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbols. Wherever necessary, proper arrangement for lifting, such as lifting hooks etc. shall be provided. Any material found short inside the packing cases shall be supplied by supplier without any extra cost.

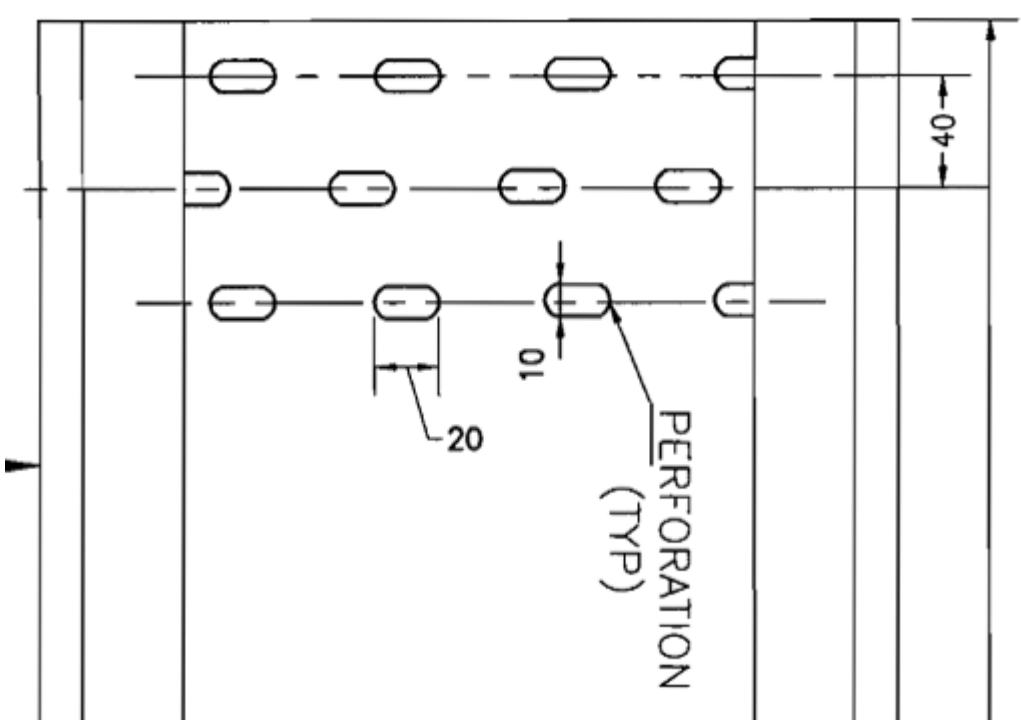
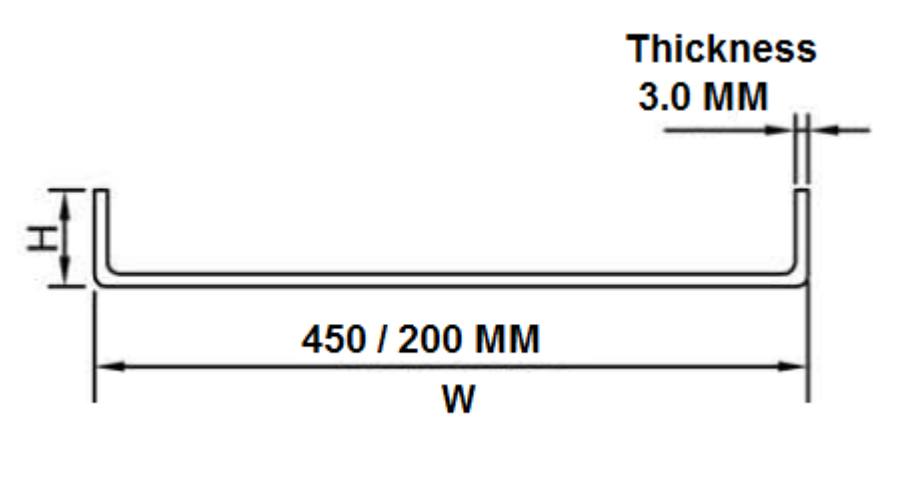
Each consignment shall be accompanied by a detailed packing list containing the following information:

- a) Name of the consignee.
- b) Details of consignment.
- c) Destination.
- d) Total weight of consignment.
- e) Handling and unpacking instructions.
- f) Bill of material indicating contents of each package.

The supplier shall ensure that the bill of material is approved by the purchaser before dispatch.

**14. REFERENCE DIAGRAMS FOR PERFORATED CABLE TRAYS (ALL DIMENSIONS ARE IN MM)**





Sd/-

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

## SECTION-V

### [LIST OF ANNEXURES]

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

1	Declaration form	ANNEXURE-1
2	Abstract of terms and conditions to accompany Section-II of Part-I	ANNEXURE-2
3	Proforma for composite bank guarantee for security deposit payment and performance	ANNEXURE-3
4	Proforma of self-declaration- Black listing/ debarring action	ANNEXURE -4
5	Schedules of Deviation	ANNEXURE -5
6	Litigation History	ANNEXURE -6
7	Form T1: Letter of Application	ANNEXURE -7
8	Form T2: Bidder's Information	ANNEXURE -8
9	Form T3: Power of Attorney	ANNEXURE -9
10	Form T4: Work Experience	ANNEXURE -10
11	Form T5: Anti-Collusion certificate	ANNEXURE -11
12	Form T6: Financial Capabilities of Bidder	ANNEXURE -12
13	Reverse Auction Process Compliance	ANNEXURE -13

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

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

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

Sir,

1. Having examined the above specification together with terms & conditions referred to therein I/We the undersigned hereby offer to take up the **Supply of perforated GI cable trays of different sizes for SAS Project work (Under PSDF) of 220/132/33kV Grid Substation, Bidanasi** including supply of materials, other consumables etc in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.

2. I / We hereby undertake **Supply of perforated GI cable trays of different sizes for SAS Project work (Under PSDF) of 220/132/33kV Grid Substation, Bidanasi** as specified in the Tender.

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

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

5. In the event of Tender, being decided in \*my/our favour, \* I/We agree to furnish the Composite B.G. / Fixed Deposit in the manner, acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD., and for the sum as applicable to \*me/us as per **Clause-23 of section-II** of this specification within 15 days of issue of letter of intent/purchase order failing which \*I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser and I/we will be suspended from being eligible for bidding/ award of all future contract(s) of EHT (O&M) Circle, OPTCL, Cuttack for a period of three (3) years from the date of committing such breach.

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

Yours faithfully

Signature of the Tenderer

with seal of the company

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

\* (Strikeout whichever is not applicable)



**ANNEXURE - 2**

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

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

**Place: -**

**Date:**

**Signature of Tenderer:**

**Name, Designation, Seal**

**ANNEXURE - 3**

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

**(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)**

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

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

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

AND WHERE AS the Agency has agreed to Supply of perforated GI cable trays of different sizes for SAS Project work (Under PSDF) of 220/132/33kV Grid Substation, Bidanasi to the OPTCL in terms of the said agreement AND

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

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

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

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

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

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

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

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

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

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

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

‘Notwithstanding anything contained herein above’

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

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

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

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

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

Witness (Name, Signature & Address)

- i.
- ii.

**ANNEXURE – 4**

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

*(To be filled in non-judicial stamp paper of worth Rs.50/- and to be Notarized)*

Name of the Bidder: -----

e-Tender Notice No: -----

Sir,

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

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

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

Yours faithfully,

Place-

Date-

Signature of the bidder

With seal

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

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

**ANNEXURE-5**  
**SCHEDULES OF DEVIATIONS**

**SCHEDULE –A**

**DEVIATION FROM SPECIFICATION**

SR.NO.	CLAUSE NO	DETAILS OF DEVIATION

NAME OF FIRM-----

NAME & SIGNATURE OF TENDERER-----

DESIGNATION-----

DATE-----

**SCHEDULE – B**

**SCHEDULE OF DEVIATIONS FROM SPECIFIED STANDARDS**

Sr.No	Particulars	Stipulation of specified standards		Stipulation of standard adopted by tenderers		Remarks
		Standard Ref	Stipulations	Standard Ref.	Stipulations	

NAME OF FIRM-----

NAME & SIGNATURE OF TENDERER-----

DESIGNATION-----

DATE-----

**SCHEDULE – C**

**DEVIATION FROM SPECIFIED TEST REQUIREMENTS SPECIFIED IN RELEVANT AND PRESENT SPECIFICATIONS**

Sr. No.	Name of Test	Standard No. & Clause No.	Requirement of Standards	Proposed deviation	Reasons for deviation

1. Type Test
2. Additional Test
3. Acceptance Test
4. Routine Test

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

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

**Place: -**

**Date:**

**Signature of Tenderer:**

**Name, Designation, Seal**

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

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

**[Location, Date]**

To

The General Manager (Elect),

EHT (O&M) Circle, OPTCL, Cuttack

**Sub: Supply of perforated GI cable trays of different sizes for SAS Project work (Under PSDF) of 220/132/33kV Grid Substation, Bidanasi.**

Dear Sir,

With reference to your tender dated \_\_\_\_\_, I have examined all the relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for the Supply of perforated GI cable trays of different sizes for SAS Project work (Under PSDF) of 220/132/33kV Grid Substation, Bidanasi

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

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

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm Address



**ANNEXURE - 8**

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

**BIDDER ORGANISATION**

1. State the Status of the Bidders Organization.
  
2. State the following
  - Name of the Company/Firm/Agency:
  - Country of incorporation:
  - Registered Address:
  - Year of Incorporation:
  - Year of commencement of business:
  - Principal place of business:
  - GSTIN:
  - PAN:
  - Brief description about the Organization including details of its main lines of business:
    - a) Name:
    - b) Designation:
    - c) Address:
    - d) Phone No.:
    - e) Fax No.:
    - f) E-Mail Address:
  
3. Details of individual (s) who will serve as the point of contact / communication for AUTHORITY within the Firm/ Agency.
  - a) Name:
  
  - b) Designation:
  
  - c) Address:
  
  - d) Telephone No.:
  
  - e) E-Mail Address:
  
  - f) Fax No.:

Date:

**Signature of authorized person**

Place:

**Name:**

**Seal:**

**ANNEXURE -9**

**FORM –T3: POWER OF ATTORNEY**

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

**POWER OF ATTORNEY FOR AUTHORISED  
SIGNATORY**

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

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

Executant

Signature of Attorney

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

**Notes:**

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

**ANNEXURE - 10**

**FORM-T4:**

**EXPERIENCE OF SIMILAR NATURE OF WORKS**

**Name of Bidder:**

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

**DATA ON EXPERIENCE**

- [a] Name of the manufacturer.
- [b] Standing of the firm as manufacturer of equipment quoted.
- [c] Description of equipment similar to that quoted [supplied and installed during the last two years with the name of the organizations to whom supply was made].
- [d] Details as to: where installed etc.
- [e] Testing facilities at manufacturer's works.
- [f] If the manufacturer is having collaboration with another firm, details regarding the same and present status.
- [g] A list of purchase orders with cost in INR, executed during last five years.
- [h] A list of similar equipment of specified rating, voltage class, Impulse level, short circuit rating, Designed, manufactured, tested and commissioned which are in successful operation for at least two years from the date of commissioning with legible user's certificate. User's full complete postal address/fax/phone must be indicated. (Refer clause No.8 of the Part-I, Section-II of the specification).

Date:

**Signature of authorized person**

Place:

**Name:**

**Seal:**

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

**ANNEXURE - 11**

**FORM – T5**

**ANTI COLLUSION CERTIFICATE**

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

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

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

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

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

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

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

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

Dated this ..... Day of .....2020

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....

**ANNEXURE -12**

**FORM – T6:**

**FINANCIAL CAPABILITIES OF THE BIDDER**

Bidders are required to complete the information in this form. The information supplied shall be the annual turnover of the Bidder, in terms of the amount billed to clients for each year towards supply of metallurgical materials such as GI products, Hot rolled MS products, High Carbon Steel Products and SS products e.g., Tower Materials, Steel Structures, Nuts & Bolts, Cable Trays, Chequered Plates etc.

<Name of Bidder >

**FINANCIAL CAPACITY OF BIDDER**

<b>Sl. No</b>	<b>Financial Statement of last 3 FYs</b>	<b>Financial Turnover</b>	<b>Net Profit</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1			
2			
3			

**Certificate from the Statutory Auditor**

This is to certify that the aforementioned details provided by (name of the Bidder) towards Financial Turnover as shown in column 3 above against the respective years and the Net profit as shown in column 4 above are true and as per the Financial Statements for the respective FYs.

**Date:**

**Signature of the Statutory Auditor**

**Place:**

**Name:**

**Seal:**

**ANNEXURE -13**

**REVERSE AUCTION PROCESS COMPLIANCE**

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

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

To,

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

**Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.**

Dear Sir,

This letter is to confirm that:

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

With regards,

Signature with Designation with company seal