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STATE LOAD DESPATCH CENTRE

ODISHA POWER TRANSMISSION CORPORATION LIMITED

GRIDCO Colony, P.O.- Mancheswar Rly. Colony, Bhubaneswar-17, FAX-0674- 2748509

CIN: U40102OR2004SGC007553

CORRIGENDUM – VI to TENDER NOTICE NO. SLDC-01/2023-24

TENDER NOTICE NO. SLDC-01/2023-24

“Design, Development, Supply, Installation, Testing & Commissioning of SAMAST Software Scheme with Data Centre & Disaster Recovery Centre Set up and Comprehensive AMC”

Following modification has been made in respect of the **BID PROPOSAL SHEET** of the **Part–II, Section-VII, BID PRICE SCHEDULE (BPS)** of the Tender Notice No. **SLDC-01/2023-24**.

PART – II, SECTION-VII: BID PRICE SCHEDULE (BPS)

BID PROPOSAL SHEET

Bidder’s Proposal Reference No. and Date:

Bidder’s Name & Address :

Contact Person :

Designation :

Telephone No. :

Mobile No. :

Fax No. :

E-mail :

To

The Chief Load Despatcher, SLDC,
ODISHA Power Transmission Corporation Ltd.,
Janpath, Bhubaneswar.

Sub: Proposal for Design, Development, Supply, Installation, Testing & Commissioning of SAMAST Software Scheme with Data Centre & Disaster Recovery Centre Set up and Comprehensive AMC for State Load Despatch Center, OPTCL, Odisha.

Ref. : 1. NOTICE INVITING TENDER (NIT) NO

2. TENDER DOCUMENT REFERENCE NO.....

3. PACKAGE/Works: No.....

Dear Sir,

1. We, the undersigned Bidder having visited the Official e-Tender Portal of OPTCL and having read and examined in detail the Tender Documents [e-NIT, Free View Documents (.pdf) and Bid Forms(in XLS formats)] including specifications of the package referred above, do hereby propose to engineer and supply including all types of test at manufacturer's works, ocean shipment, marine insurance, custom clearance, port clearance and handling, inland transportation, inland transit insurance, delivery to site, loading & unloading, storage, insurance during storage and inside site

transportation and erect and commission of the materials/Equipment supplied under this contract including installation, performance testing and handing over to OPTCL of the complete Construction of works on EPC/Turnkey contract basis.

We, agree to the following major terms and conditions of the tender;

2.0 PRICES AND VALIDITY:

2.1 We declare that the prices quoted in our proposal are in accordance with your “Instructions to Tenderers” and as per the bid form (in .XLS formats) available in the Official tender Portal of OPTCL.

The Input Tax Credit (ITC) available on inward supply of goods or services, or both, as the case may be for the contract has been fairly estimated and the benefit of the same has been fully adjusted while quoting the bid price.

All the basic prices (taxable value) of the price schedule are FIRM during the period of the contract (except for statutory variations in GST rates) in line with your bid documents.

2.3 All the prices and other terms and conditions of this proposal are valid for a period of 240 Days from the date of opening of the Technical (Part-I) bids.

2.4 The prices and the price components in line with the requirements of the bid documents Section-VII of the Part-II (Price Schedules) are keyed-In and uploaded in the Official e-Tender Portal of OPTCL.

2.5 We hereby declare that our bid prices cover entire scope of the work to complete the work in accordance with Bid Documents.

2.6 We hereby declare that prices left blank or indicating “nil/zero/0/dash/-/Not Applicable/NA/any other notation other than price” in the Schedules will be deemed to have been included in the prices of other items/total quoted Bid Price.

2.7 If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender the tendered quantity (BOQ) will prevail.

2.8 We do not anticipate any change in Ownership of company/firm. If at all and there would be a change in Ownership, we undertake that our obligation under the contract in case we become successful bidder, shall stand.

3.0 TAXES & DUTIES:

3.1 We declare that towards the supply of goods & services by us, we will quote basic prices(taxable value) inclusive of Packing, Forwarding and Freight & Insurance excluding GST for each of the items quoted. Alongside the basic price(taxable value) quoted by us for each item, CGST plus OGST, or IGST, as the case may be, will also be quoted, which will be added to quoted basic price(taxable value) to indicate quoted final value. Tax Invoice shall constitute basic

price, CGST plus OGST, or IGST, as the case may be, and such other details which are stipulated in CGST and OGST Rules, 2017. No transaction between OPTCL and our vendors shall be recognized and the input credit on the supply of goods & services by our vendors shall be considered in the basic price (taxable value) quoted to OPTCL.

3.2 However, any statutory variation in GST on package supply (and not on individual goods and services components) supplied by us during the contract period is to OPTCL's account.

3.3 As regards the Income Tax, surcharge on Income Tax, statutory payments and other corporate taxes, we will be responsible for such payments to the concerned authorities.

3.4 The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OPTCL from our bills for which we cannot claim any reimbursement. TDS so deducted by OPTCL shall be deposited by them with the relevant tax Authorities & TDS certificates shall be issued by OPTCL wherever so required under the respective law.

4.0 DEVIATIONS

4.1 We hereby declare that work shall be performed strictly in accordance with the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents except for the deviation detailed out exhaustively in the following sheet.

- (a) Technical Deviations Attach 12.pdf
- (b) Commercial Deviations Attach 13.pdf

Further, we confirm that any deviations found elsewhere in our proposal, other than those stated in above deviation sheet, shall not be given effect to. Deviation on account of better specification may be acceptable to OPTCL, without any cost implication to OPTCL.

However, we understand that any deviations with respect to the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents not acceptable to OPTCL may render my bid non-responsive.

4.2 We have read the following major provisions of the ITB & GTCC and confirm that the specified stipulations of these provisions are acceptable to us irrespective of whatever has been stated to the contrary anywhere-else in our proposal.

- a. Terms of Payment
- b. Bid Security Declaration in lieu of Bid Security (EMD)
- c. Contract Performance Bank Guarantee (CPBG)
- d. Price Reduction
- e. Price Basis & Payments
- f. Guarantee Period
- g. Contract Completion Period
- h. We further confirm that any deviations to the above clauses at Sl. No. (a) though found anywhere in our bid proposal implicit or explicit shall stand unconditionally withdrawn, without any cost implications whatsoever to OPTCL.

5.0 TENDER COST, TENDER PROCESSING FEES AND BID SECURITY:

5.1 We have scanned and uploaded the Demand Draft(s)/Bank Guarantee as applicable towards Tender Cost, Proof of Deposit of Tender Processing Fees. We have also submitted the above in original in a separate sealed envelope superscribing the Package/works No....., Bid ref. No..... and Name.

5.2 The details of the above Demand Draft(s)/Bank Guarantee/ Proof of Deposit of Tender Processing Fees are as follows;

Particulars	DD/BG No. & Date	Amount (In Rs.)	Issuing Bank
Tender Cost			
Tender Processing fees			

6.0 QUALIFICATION DATA:

6.1 We confirm having uploaded (attachment.pdf)/keyed-in (Schedules) against the Technical and Financial qualification requirement on your official tender portal as per the qualifying criteria specified in the Instruction to Bidders, Part-I.

6.2 In case, you require any further information in this regard, before evaluation of our bid, we agree to furnish the original in time to your satisfaction.

6.3 We declare that the documentary evidence in support of the above qualifying requirement and the information filled by us in this regard are correct to the best of our knowledge and belief. We undertake that if any of these documentary evidence/information are found incorrect, our bid shall be liable for rejection, and in the event we emerge successful in the bidding process and are awarded the package/works, we will be liable for all consequential damages apart from termination of the contract.

7.0 OTHER STATUTORY DOCUMENTS:

7.1 We have also uploaded (as an attachment .pdf) all the statutory documents mentioned in the ITB in support of the qualifying criteria.

8.0 BID CAPACITY:

8.1 We confirm that we have uploaded (documents attachment.pdf)/Keyed-in the schedules to meet our bid capacity criteria. We undertake to abide by the bid capacity and award criteria assessed by OPTCL as per the following bid capacity qualification, if found successful in the bidding process.

8.2 In case, we participate through Joint Venture/Consortium, we and our partner together shall also agree to the above bid capacity criteria.

9.0 INSTALLATION OF CONTRACT:

9.1 We understand that in case of award, the contract to be entered into shall be treated as single contract. Supply portion of the contract consisting of development, Design, engineering, manufacturing, testing & inspection at manufacturer's works, packing, forwarding and transportation of equipment and materials, special tools & tackles and spares etc. from manufacturing works to project site including transit insurance as per Bidding documents. The Installation portion of the contract will relate to unloading, handing at site, storage, storage-cum-insurance and preservation at site, development of software module, erection, Installation, testing, commissioning including all associated IT, Mechanical, Electrical, and Construction of all associated Structural & architectural works etc. as specified in bidding documents.

9.2 We further agree that if the contract is awarded to us, it will be on single source responsibility basis and breach in any portion or part of one contract shall be construed as a breach of the other

contract as well, which will confer on you the right to terminate the other contract, at our risk and cost.

10.0 WORK COMPLETION SCHEDULE:

- 10.1 If this proposal is accepted by you, we agree to submit engineering data, provide services and complete the entire works from time to time in accordance with schedules uploaded in the tender portal of OPTCL in line with the ITB and acceptable to SLDC, OPTCL.
- 10.2 We fully understand that the time schedule stipulated in the proposal is the essence of the contract, if awarded. To this effect work completion schedule indicating key mile stones have been uploaded in the tender portal.
- 10.3 We undertake to complete the works in a phased manner as per the work schedule agreed to SLDC, OPTCL.
- 10.4 SLDC, OPTCL however reserves the right to re-schedule the completion period, if required.

11.0 CONTRACT PERFORMANCE BANK GUARANTEE:

(a) We agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this documents) in non-judicial stamp paper of appropriate value (as per the prescribed format) within 30 (thirty) days from the date of LOA issued, in favour of the Power System, OPTC Ltd. Bhubaneswar. The Bank Guarantee amount shall be specified in the tender. The bank guarantee shall be valid for 02 months over and above work completion period plus Guarantee Period. If the work completion period gets extended, the Contract Performance Bank guarantee shall be extended accordingly.

(b) In case, we have participated through Joint Venture/Consortium, the Contract Performance Bank Guarantee shall be submitted by the lead partner on behalf of the Joint Venture/Consortium.

12.0 PERFORMANCE GUARANTEE:

- 12.1 We Certify that all the material supplied under this contract are new and guaranteed to cover the guarantee period and shall confirm to high standards of software developments, engineering and shall be capable of performing in continuous commercial operation in a manner acceptable to SLDC, OPTCL.
- 12.2 We declare that the ratings and the performance figures/parameters of the software/equipment/plant furnished & installed by us are guaranteed in line with the GTP and Technical Specifications of Part-I to cover the entire guarantee period.
- 12.3 We also undertake to take up the rectification/repair/replacement of software/materials or works, if any, during the defect liability period.

13.0 SELF DECLARATION FORM:

- 13.1 I/We, the undersigned do hereby declare that, I/We have never been blacklisted and / or there were no debaring actions against us for any default in executing the Turnkey Contract or in the performance of the contract entrusted to us in any of the Electricity Transmission Utilities of India.
- 13.2 In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid / contract shall be liable for rejection/ cancellation / termination without any notice at the sole discretion of OPTCL.

14.0 CHECK LIST:

14.1 We confirm having enclosed a check list duly keyed-in Schedule of this proposal and confirm that all necessary data/information have been provided in our proposal as required in the bidding documents.

15.0 ACKNOWLEDGEMENT OF DISCLAIMER:

15.1 We undertake that we have conducted our own estimation and analysis and checked the accuracy, reliability and completeness of the information contained in the bid Document (Tender Notification, Free view Documents and Bid Forms) uploaded in the e-tendering portal and obtained independent advice from appropriate sources in our own interest for the purpose of bidding.

15.2 We understand that SLDC, OPTCL is not responsible for the e-Tender Portal of OPTCL being temporarily unavailable due to any technical issue at any point of time. In that event SLDC, OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this e-Tender Portal of OPTCL.

15.3 We agree to follow the time table of e-tendering process and get the activities of e-tendering processes done well in advance so as to avoid any inconvenience.

15.4 We undertake that in case of technical error/ failure of e-Tender Portal of OPTCL, we shall not challenge it by way of appeal, arbitration and in the Court of Law.

16.0 DECLARATION:

16.1 We, hereby declare that only the persons or firms interested in this proposal as principals are named herein and that no other person or firm other than those mentioned herein have any interest in this proposal or in the contract to be entered into if we are awarded the contract, and that this proposal is made without any connection with any other person, firm or party submitted a proposal and that this proposal is in all respect for and in good faith, without collusion or fraud.

16.2 Further, We hereby declare that we have gone through and understood the bid documents (including schedules in XLS available in the e-tender portal) in detail and tender portal instructions for the purpose of participating in the bidding process and enclose herewith attachments (in .pdf) uploaded and Schedules (in XLS) Keyed-in both in line with the original document.

Dated thisday of**20**..... at.....

Thanking you, we remain,

Yours faithfully,

Date :
Place :
(Designation).....
(Common Seal).....
Business Address:

(Signature)
(Printed Name).....

Country of Incorporation :(States or Provinces to be indicated) (Name & Address of the Principal Office)

Enclosure:**A. Soft Form of Documents (Scanned Copy):**

Sl No	Description	.Pdf file reference
1	DD towards Tender Cost, and Documentary proof of payment of Tender Processing Fees through e-payment mode.	BPS_Attach 1.pdf
2	(a) Power of Attorney /notarized copy for signing the bid document. (b) Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium (In case of Bid from Joint Venture/ Consortium).	BPS_Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: i. Work Orders/LOA (including detailed bill of quantity for supply & erection works) ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above. iii. Performance Certificate in respect of the work orders furnished as above.	BPS_Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Annual Accounts for last 03(Three) years. FY:2019-20,2020-21,2021,22 MAAT Schedule (Fin-1) ii. Liquid Assets and Un-Utilised Credit Facility Schedule (Fin-2) iii. Net Worth Schedule (Fin-3) iv. Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over (Fin-4) v. Total Order Value of SLDC, OPTCL, GRIDCO work in Hand (if any) (Fin-5)	BPS_Attach 4.Pdf
5	Scanned copies of Statutory Documents; i. Certificate of Incorporation. ii. IT PAN. iii. IT Return of last three years. iv. GST Registration Certificate. v. EPF Registration Certificate etc.	BPS_Attach 5.pdf
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). Note: The enclosed Schedules specified in the BPS are in the .XLS format and Attachment (in.pdf), the same shall be keyed-in/ uploaded by the Bidder in the tender portal separately.	BPS_Attach 6.pdf
7	Any Other relevant documents (As per requirement of the tender)	BPS_Attach 7.pdf

B. Schedules (XLS format) in the e-Tender Portal of OPTCL :

Sl. No.	Particulars	Schedules in XLS format
1	Bidders' information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Check List	Schedule-III
4	Documents to Qualifying requirement	Schedule-IV
5	Financial qualification	Schedule-V
6	Outright Rejection Criteria	Schedule-VI
7	Documents to Accompany Bids	Schedule- VII

**Sd/-
Director (SLDC)**